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सं० 29]

नई दिल्ली, शनिवार, जुलाई 21, 1984/आषाढ़ 30, 1906

No. 29]

NEW DELHI, SATURDAY, JULY 21, 1984/ASADHA 30, 1906

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उप-खण्ड (II)

PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किये गये सांविधिक आदेश और अधिसूचनाएँ

Statutory Orders and Notifications issued by the Ministries of the Government of India  
(other than the Ministry of Defence)

विधि, न्याय और कम्पनी कार्य मंत्रालय

(विधु कार्य विभाग)

सूचना

नई दिल्ली, 2 जुलाई, 1984

का० आ० 2310.—नोटरीज नियम, 1956 के नियम, 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री सुकुमार घोष, एडवोकेट, कनाकल्या, 7ए, प्रिंस अन्वर शाह रोड, टालीगंज, कलकत्ता-700033 ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन हम बात के लिए दिया जाता है कि उसे प्रसीपूर जज कोर्ट में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2 उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप हम सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[म० 5 (48)/84-न्या०]

MINISTRY OF LAW, JUSTICE & CO. AFFAIRS

(Department of Legal Affairs)

NOTICE

New Delhi, the 2nd July, 1984

S.O. 2310.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Sukumar Ghosh Advocate, 'Kanakalaya', 7A, Prince Anwar Shah Lane, Tollygunge, Calcutta-700033 for appointment as a Notary to practise in Allipore Judge's Court

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(48)/84-Judl.]

नई दिल्ली, 5 जुलाई, 1984

सूचना

का० आ० 2311.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती

है कि श्री इन्द्र मोहन मलहोत्रा, एडवोकेट एडी/41 टैगोर गार्डन, नई दिल्ली-27 ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए द्रिष्टा जाता है कि उसे दिल्ली में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति को नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं० 5(50)/84-न्या०]

एम० गुप्त, सक्षम प्राधिकारी

New Delhi, the 5th July, 1984

#### NOTICE

S.O. 2311.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Inder Mohan Malhotra, Advocate AD/41, Tagore Garden, New Delhi-27 for appointment as Notary to practice in Delhi.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(50)/84-Judl.]

S. GOOPTU, Competent Authority

#### गृह मंत्रालय

(कानूनी और प्रशासनिक सुधार विभाग)

नई दिल्ली, 5 जुलाई, 1984

का०आ० 2312:—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय अन्वेषण ब्यूरो के लोक अभियोजक, श्री रामेश्वर सिंह को, भारत के किसी ऐसे राज्य या संघ राज्य क्षेत्र में, जिसको पूर्वोक्त धारा के उपबन्ध लागू होते हैं, विधि द्वारा स्थापित विचारण न्यायालयों में दिल्ली विशेष पुलिस स्थापन द्वारा संस्थित मामलों के और पुनरीक्षण या अपील न्यायालयों में उन मामलों से उत्पन्न होने वाली अपीलें, पुनरीक्षणों या अन्य विषयों के संचालन के लिए विशेष लोक अभियोजक नियुक्त करती है।

[संख्या 225/16/84-ए०वी०डी०-II]

#### MINISTRY OF HOME AFFAIRS

(Department of Personnel and Administrative Reforms)

New Delhi, the 5th July, 1984

S.O. 2312.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974) the Central Government hereby appoints Shri Rameshwar Singh, Public Prosecutor of the Central Bureau of Investigation, as Special Public Prosecutor for the conduct of cases instituted by Delhi Special Police Establishment in trial courts, and appeals, revisions or other matters arising out of these cases in revisional or appellate

courts, established by Law in any State or Union Territory of India to which the provisions of the aforesaid section apply.

[No. 225/16/84-AVD.II]

नई दिल्ली, 8 जुलाई, 1984

आदेश

का० आ० 2313:—दिल्ली विशेष पुलिस स्थापना अधिनियम 1946 (1946 का 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, जम्मू और कश्मीर सरकार की सहमति में, जम्मू और कश्मीर राज्य रनबीर दण्ड संहिता, 1989 (1989 का 12) की धाराओं 121, 341, 342, 363, 392 और 395 के अधीन तथा यात्रा-हरण निवारण अधिनियम 1982 (1982 का 65) की धारा 4 और धारा 5 के अधीन दंडनीय अपराधों के और उक्त अपराध के सम्बन्ध में या उनसे संबंधित प्रयत्नों दुरुप्रेरणों और षड्यन्त्रों के तथा जम्मू और कश्मीर राज्य में जिला बदगाम में, बदगाम पुलिस थाना में रजिस्ट्रीकृत एफ० आई० आर० सं० 132/84 दिनांक 5, जुलाई, 1984 के संबंध में वैसे ही संव्यवहार के अनुक्रम में किए गए किसी अन्य अपराध के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण राज्य पर करती है।

[संख्या 228/19/84-ए० वी०डी०-II(II)]

New Delhi, the 8th July, 1984

#### ORDER

S.O. 2313.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government, with the consent of the Government of the State of Jammu and Kashmir, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Jammu and Kashmir for the investigation of offences punishable under sections 121, 341, 342, 363, 392 and 395 of the Jammu and Kashmir State Ranbir Penal Code, 1989 (12 of 1989) and sections 4 and 5 of the Anti-Hijacking Act, 1982 (65 of 1982) and attempts, abetments and conspiracies in relation to or in connection with the said offences and any other offence committed in the course of the same transaction arising out of the same facts, in regard to the case FIR No. 132/84 dated the 5th July, 1984 registered at the Badgam Police Station, District Badgam of the State of Jammu and Kashmir relating to the hijacking of Indian Airlines Airbus on the 5th July, 1984.

[No. 228/19/84-AVD-II(II)]

का० आ० 2314:—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित अपराधों को ऐसे अपराधों के रूप में विनिर्दिष्ट करती है, जिनका अन्वेषण दिल्ली विशेष पुलिस स्थापन द्वारा किया जाएगा, अर्थात्:—

(क) जम्मू और कश्मीर राज्य रनबीर दण्ड संहिता, 1989 (1989 का 12) की धाराओं 121,

341 342, 363, 392 और 395 के अधीन दण्डनीय अपराध, तथा

- (ख) (खण्ड) (क) में वर्णित अपराधों में से एक या एक से अधिक अपराधों के संबंध में या उनसे संबंधित प्रयत्न, दुरूपेक्षाएँ और पड़ोस इन्हो तथ्यों में उद्भूत उभो संव्यवहार के दौरान किया गया अन्य कोई अपराध।

[संख्या 228/19/84-ए० वी० डी II (i)]

एच० के० वर्मा, अवर सचिव

S.O. 2314.—In exercise of the powers conferred by section 3 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government hereby specifies the following offences as the offences which are to be investigated by the Delhi Special Police Establishment, namely:—

- (a) Offences punishable under sections 121, 341, 342, 363, 392 and 395 of the Jammu and Kashmir State Ranbir Penal Code, 1989 (12 of 1989); and  
(b) attempts, abetments, and conspiracies in relation to, or in connection with, one or more of the offences mentioned in clause (a) and any other offence committed in the course of the same transaction arising out of the same facts.

[No. 228/19/84-AVD-II(i)]  
H. K. VERMA, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 18 मई, 1984

(आयकर)

का० आ० 2315.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "आर्य वैद्यशाला, कोट्टा कोट्टाक्कल, केरल" को कर निर्धारण वर्ष 1983-84 से 1985-86 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5800 (फा० सं० 197/177/82 आ० क० (नि०1)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 18th May, 1984

(INCOME-TAX)

S.O. 2315.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Arya Vaidyasala, Kottakkal, Kerala" for the purpose of the said section for the period covered by the assessment years 1983-84 to 1985-86.

[No. 5800 (F. No. 197/177/82-IT(AI)]

नई दिल्ली, 26 जून, 1984

का० आ० 2316.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23 ग) के उपखण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा उक्त खण्ड के प्रयोजनार्थ, "एसोसिएशन फॉर हिन्दू धर्म (रजिस्टर्ड) मद्रास" को कर निर्धारण वर्ष 1983-84 से 1985-86 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5870/फा० सं० 197/152/83 आ० क० (नि० 1)]

New Delhi, the 26th June, 1984

S.O. 2316.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Association for Hindu Dharma (Regd.), Madras" for the purpose of the said section for the period covered by the assessment years 1983-84 to 1985-86.

[No. 5870/F. No. 197/152/83-IT(AI)]

का० आ० 2317.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23 ग) के उपखण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा उक्त खण्ड के प्रयोजनार्थ, "महाराष्ट्र स्टेट वूमन काउन्सिल बम्बई" को कर निर्धारण वर्ष 1985-86 से 1987-88 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5874/फा० सं० 197-ए/245/82-आ० का० (नि०-1)]

S.O. 2317.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Maharashtra State Women's Council, Bombay" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 5874/F. No. 197-A/245/82-IT(AI)]

का० आ० 2318.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त धारा के प्रयोजनार्थ, "वि एनो बेसेंट ट्रस्ट, मद्रास" को कर निर्धारण-वर्ष 1985-86 से 1987-88 तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं०/5877 (फा० सं० 197-ए०/167/82-आ० क० (नि-1)]

S.O. 2318.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Annie Besant Trust, Madras" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 5877/F. No. 197-A/167/82-IT(AI)]

का० आ० 2319.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा उक्त खण्ड के प्रयोजनार्थ, "आर्यनाइजेशन आफ

फार्मास्यूटिकल प्रोड्यूसर आफ इण्डिया, बम्बई" को कर निर्धारण वर्ष 1982-83 से 1984-85 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5878/फा० सं० 197/248/83-आ० क० (नि०-1)]

S.O. 2319.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Organisation of Pharmaceutical Producers of India, Bombay" for the purpose of the said section for the period covered by the assessment years 1982-83 to 1984-85.

[No. 5878/F. No. 197/248/83-IT(AI)]

का० आ० 2320.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा उक्त खण्ड के प्रयोजनार्थ, "श्री गडगे महाराज मिशन बम्बई" को कर निर्धारण-वर्ष 1983-84 से 1985-86 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5879/फा० सं० 197/83/83-आ० क० (नि०-1)]

S.O. 2320.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Gadge Maharaj Mission, Bombay" for the purpose of the said section for the period covered by the assessment years 1983-84 to 1985-86.

[No. 5879/F. No. 197/83/83-IT(AI)]

का० आ० 2321.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "भारतीय भाषा परिषद, कलकत्ता" को कर निर्धारण-वर्ष 1984-85 से 1986-87 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5880/फा० सं० 197/99/83-आ० क० (नि०-1)]

S.O. 2321.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Bharatiya Bhasha Parishad, Calcutta" for the purpose of the said section for the period covered by the assessment years 1983-84 to 1985-86.

[No. 5880/F. No. 197/99/83-IT(AI)]

का० आ० 2322.—आयकर अधिनियम, 1961, (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "इंस्टीट्यूट आफ धर्मस्थल, कर्नाटक राज्य" को कर निर्धारण-वर्ष 1985-86 से 1987-88 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5871 (फा० सं० 197-ए/23/82-आ० क० (नि०-1)]

S.O. 2322.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Institute of Dharmasthala, Karnataka State" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 5871/F. No. 197-A/23/82-IT(AI)]

का० आ० 2323.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "सर महालिंगस्वामी देवस्थानम्, तिरुविदामारुर" को कर निर्धारण वर्ष 1983-84 से 1985-86 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5872/फा० सं० 197/192/79-आ० क० (नि०-1)]

S.O. 2323.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sir Mahalingaswami Devasthanam, Thiruvidadamarur" for the purpose of the said section for the period covered by the assessment years 1983-84 to 1985-86.

[No. 5872/F. No. 197/192/79 IT(AI)]

का० आ० 2324.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "सदर अंजुमन अहमदिया, कादियां" को कर निर्धारण-वर्ष 1985-86 से 1987-88 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5873/फा० सं० 197-ए/15/82-आ० क० (नि०-1)]

S.O. 2324.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sadr Anjuman Ahmadiyya, Qadian" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 5873/F. No. 197-A/15/82-IT(AI)]

का० आ० 2325.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "सेंट जेम्स चर्च, दिल्ली" को कर निर्धारण-वर्ष 1982-83 से 1984-85 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5875/फा० सं० 197/77/80-आ० क० (नि०-1)]

S.O. 2325.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The St. James' Church, Delhi" for the purpose of the said section for the period covered by the assessment years 1982-83 to 1984-85.

[No. 5875/F. No. 197/77/80-IT(AI)]

कां० आ० 2326.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा उक्त खण्ड के प्रयोजनार्थ,

“श्री कोट्टाई मरियम्मान देवस्थानम्, मलेम” को कर निर्धारण-वर्ष 1983-84 से 1985-86 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5876/फा० सं० 197/17/83-आ० क० (नि०-1)]

S.O. 2326.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies “Sri Kottai Mariamman Devasthanam, Salem” for the purpose of the said section for the period covered by the assessment years 1983-84 to 1985-86.

[No. 5876/F. No. 197/17/83-II (AI)]

कां० आ० 2327.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23 ग) के उपखण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, “गुरुवयूर देवास्वम, गुरुवयूर” को कर निर्धारण-वर्ष 1985-86 से 1987-88 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5881/फा० सं० 197-ग/18/82-आ० क० (नि-1)]

S.O. 2327.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies “Guruvayur Devaswom, Guruvayur” for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 5881/F. No. 197-A/18/82-IT(AI)]

नई दिल्ली, 28 जून, 1984

कां० आ० 2328.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखण्ड (IV) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खंड के प्रयोजनार्थ, “ऑल इंडिया मैन्युफैक्चरर्स ऑर्गेनाइजेशन” का कर निर्धारण-वर्ष 1983-84 से 1985-86 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5883/फा० सं० 197/150/78-आ० क० (नि०-1)]

S.O. 2328.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies “All India Manufacturers’ Organisation” for the purpose of the said section for the period covered by the assessment years 1983-84 to 1985-86.

[No. 5883/F. No. 197/150/78-IT(AI)]

कां० आ० 2329.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखण्ड (iv)

द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, “इंस्टिट्यूट फॉर मोटिवेटिंग सैल्फ एम्प्लॉयमेंट, कलकत्ता” को कर निर्धारण-वर्ष 1982-83 से 1984-85 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5884/फा० सं० 197/153/82-आ० क० (नि०-1)]

आर० के० तिवारी, अवर सचिव,

S.O. 2329.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act 1961 (43 of 1961), the Central Government hereby notifies “Institute for Motivating Self-Employment, Calcutta” for the purpose of the said section for the period covered by the assessment years 1982-83 to 1984-85.

[No. 5884/F. No. 197/153/82-IT(AI)]

R. K. TEWARI, Under Secy.

### (आर्थिक कार्य विभाग)

(बैंकिंग पभाग)

नई दिल्ली, 2 जुलाई, 1984

कां० आ० 2330.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 19 की उपधारा (2) के उपबंध इस अधिसूचना के जारी किए जाने की तारीख से एक वर्ष की अवधि के लिए यूनाइटेड बैंक आफ इंडिया, कलकत्ता पर उस सीमा तक लागू नहीं होंगे जहां तक इनका संबंध गिरवीदार (प्लेजी) के रूप में मैसर्स हावड़ा फ्लोर मिल्स लि० की शेयर पूंजी में उसकी 30 प्रतिशत में अधिक की शेयर धारिता से है।

[संख्या 15/17/84-बी०ओ०-III]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 2nd July, 1984

S.O. 2330.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (2) of section 19 of the said Act shall not apply to the United Bank of India, Calcutta for a period of one year from the date of issue of this notification in respect of its holding of shares in excess of 30 per cent of the share capital of M/s. Howrah Flour Mills Ltd., as pledgee.

[No. 15/17/84-B.O. III]

कां० आ० 2331.—बैंककारी विनियमन अधिनियम 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 19 की उपधारा (2) के उपबंध इस अधिसूचना के जारी किए जाने की तारीख से 2 वर्ष की अवधि के लिए सेंट्रल बैंक आफ इंडिया, बंबई पर उस सीमा तक लागू नहीं होंगे जहां तक इनका संबंध

इस बैंक द्वारा मैसर्स कोहिनूर मिल्स लिमिटेड, बंबई की प्रदत्त पूंजी के 30 प्रतिशत से अधिक की शेयर धारिता से है।

[संख्या 15/18/84-बी० प्रो०-III]

S.O. 2331.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (2) of section 19 of the said Act, shall not apply to the Central Bank of India, Bombay, for a period of two years from the date of issue of this notification in respect of its holding of shares in excess of 30 per cent of the paid up capital of M/s. Kohinoor Mills Ltd., Bombay.

[No. 15/18/84-B.O. III]

नई दिल्ली, 3 जुलाई, 1984

का०आ० 2332 —बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्द्वारा यह घोषणा करती है कि उक्त अधिनियम की तृतीय अनुसूची में दिए गए प्रावधानों के साथ संलग्न टिप्पणी (एफ०) के उपबंध, लक्ष्मी कमर्शियल बैंक लि० पर जहाँ तक कि 31 दिसम्बर, 1983 को उनके तुलनपत्रों का संबंध है, लागू नहीं होंगे।

[संख्या 15/5/84-बी० प्रो०-III]

माधव वैद्य, अवर सचिव

New Delhi, the 3rd July, 1984

S.O. 2332.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government, on the recommendations of the

New Delhi, the 5th July, 1984

S.O. 2333 —In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendations of the Reserve Bank of India hereby declares that the provisions of Section 9 of the said Act shall not apply to the Yeotmal District Central Co-operative Bank Ltd., Yeotmal in so far as they relate to its holding of non-banking assets as detailed below for the period from the date of publication of this notification in the Gazette of India to 30 June 1986.

Description and location of non-banking assets.

Sr. No.	Name of the Village/Taluka	S.No.	Acres	Gunthas
1.	Lingi Tq. Darwha	4/2	5	37 1/2
2.	-do-	5/1	5	39
3.	Teldhari	9/1	5	30
4.	-do-	13	12	31

[No. F.8-3/84-AC]

AMAR SINGH, Under Secy.

Reserve Bank of India, hereby declares that the provisions of Note(f) appended to the form 'A' in the Third Schedule of the said Act shall not apply to the Lakshmi Commercial Bank Limited in respect of their balance sheet as on the 31st December, 1983.

[No. 15/5/84-B.O. III]

M. R. VAIDYA, Under Secy.

नई दिल्ली, 5 जुलाई, 1984

का०आ० 2333.—बैंककारी विनियमन अधिनियम, 1949 की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिशों पर इसके द्वारा घोषित करती है कि उक्त अधिनियम की धारा 9 के उपबंध यवतमान जिला मध्यवर्ती सहकारी बैंक लिमिटेड, यवतमान पर उस सीमा तक लागू नहीं होंगे जहाँ तक उसका संबंध भारत के गजट में इस अधिसूचना के प्रकाशन की तारीख से 30 जून, 1986 तक की अवधि के लिए नीचे दी गयी गैर-बैंकिंग परिसंपत्तियों रखने से है। गैर-बैंकिंग परिसंपत्तियों का वर्णन और उनका स्थान :—

क्रम सं०	ग्राम/तालुका का नाम	क्रम सं०	एकड़	गुण्ठा
1.	लिंगी तालुका दारवा	4/2	5	37 1/2
2.	—वही—	5/1	5	39
3.	तेलधारी	9/1	5	30
4.	—वही—	13	12	31

[फा० सं० 8-3/84-ए० सा०]

अमर सिंह, अवर सचिव

## केन्द्रीय प्रत्यक्ष-कर बोर्ड

नई दिल्ली, 1 जून, 1984

आदेश सं० 6/84

का०आ० 2334.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 269-च की उप-धारा (6) को व्याख्या द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा दिनांक 17-5-82 के आदेश सं० 25/फा०सं० 328/40/82-घ०क० अधिसूचना में आंशिक संशोधन करते हुए केन्द्रीय प्रत्यक्ष कर बोर्ड, एतद्वारा यह विनिर्दिष्ट करती है कि इस आदेश की संलग्न सारणी के स्तम्भ 2 में उल्लिखित आयकर आयुक्त उक्त सारणी के स्तम्भ 3 की तदनुसूची प्रविष्टि में विनिर्दिष्ट मक्षम प्राधिकारी यथवा मक्षम प्राधिकारियों का आयकर आयुक्त होगा।

यह आदेश दिनांक 25-6-84 से प्रवृत्त होगा।

## सारणी

1	2	3
1. आयकर आयुक्त आंध्र प्रदेश-1	निरीक्षी महायुक्त आयकर	आयुक्त अधिग्रहण रेंज,
हैदराबाद		हैदराबाद

[फा०सं० 316/22/84-घ०क०]

(राम दुलार)

कृते अवर सचिव केन्द्रीय प्रत्यक्ष कर बोर्ड

## CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 1st June, 1984

ORDER No. 6/84

S O. 2334.—In exercise of the powers conferred by the Explanation to Sub-Section (6) of section 269 F. of the I.T. Act 1961 (43 of 1961) and partial modification to the notification of the order No. 25/F. No. 32/40/82WT- Dt. 17-5 82; the C.B.D.T. hereby specifies that the Commissioner of Income-tax specified is Col. 2 of the Table appended to this order shall be the commissioner of Income-tax in relation to the competent Authority or Competent Authorities specified in the corresponding entry in Col. 3 of the said Table.

This order shall come into force with effect from 25-6-84.

## TABLE

1	2	3
1. Commissioner of Income-tax Andhra Pradesh-I	Inspeicing Asst. Commissioner of Income-tax, Acquisition Range, Hyderabad.	

[F. No. 316/22/84-WT]

(RAM DULAR)

For Under Secy. Central Board of Direct Taxes

नई दिल्ली, 28 जून, 1984

का०आ० 2335.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिकांरिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 11 की उप धारा (1) के उपबंध, इस अधिसूचना के अन्तर्गत के राजपत्र में प्रकाशित होने की तारीख से 31 दिसम्बर, 1985 तक की अवधि के लिए हरदोई जिला सहकारी बैंक लिमिटेड, हरदोई पर लागू नहीं होंगे।

[फा० सं० 8-2/84-ए सी]

अमर सिंह, अवर सचिव

New Delhi, the 28th June, 1984

S.O. 2335.—In exercise of the powers conferred by Section 53 read with section 56 of the B. R. Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (1) of Section 11 of the said Act shall not apply to the Hardoi District Cooperative Bank Ltd., Hardoi for a period from the date of publication of this notification in the Official Gazette to 31 December 1985.

[F. No. 8-2/84 AC]

AMAR SINGH, Under Secy.

## बाणिज्य मंत्रालय

(मुख्य-नियंत्रक, आयात-निर्यात का कार्यालय)

आदेश

नई दिल्ली 24 फरवरी, 1984

का०आ० 2336.—सर्वश्री ग्रीव्स काटन एंड कम्पनी लिमिटेड, थापर हाउस, 124-जनपथ, नई दिल्ली-110001 को महानिदेशालय, तकनीकी विकास की ई० ए० आई० 6/219/081/30-3-83/86 सेल-380 सी ओ ए डी/384 दिनांक 20-8-83 के प्रति संलग्न सूची के अनुसार 88 मदी/एम-बैंड राडार के फालतू पूर्णों के आयात के लिए मात्र 320,614 रु० का आयात लाइसेंस सं० जी/ओ/3202366 दिनांक 15/12/83 प्रादान किया गया था।

2. सर्वश्री ग्रीव्स काटन एंड कम्पनी लिमिटेड, नई दिल्ली ने अब उपर्युक्त आयात लाइसेंस का एक अभिलिपिक आयात लाइसेंस (दोनों प्रतियों) के लिए इस आधार पर आवेदन किया है कि मूल आयात लाइसेंस बिना किसी सीमा शुल्क प्राधिकारी के पास पंजीकृत करवाएँ और बिल्कुल भी उपयोग में लाए बिना ही खो गया है। सर्वश्री ग्रीव्स काटन एंड कम्पनी लिमिटेड, नई दिल्ली इस बात से सहमत है और वचन देते हैं कि मूल आयात लाइसेंस के वाप में मिल जाने पर वे उसे इस कार्यालय के रिकार्ड के लिए वापस कर देंगे।

3. अपने तर्कों के समर्थन में सर्वश्री ग्रीव्स काटन एंड कम्पनी लिमिटेड, नई दिल्ली ने 1983-84 की आयात निर्यात क्रियाविधि पुस्तक के अध्याय 15 की कांडका 353 में दी गई शर्तों के अनुसार एक शपथ पत्र दाखिल किया है। अधोहस्ताक्षरी संतुष्ट है कि मूल आयात लाइसेंस सं० जी०/ओ/3202366 दिनांक 15-12-83 खो गया है और आवेदन

को अनुलिपि लाइसेंस (दोनों प्रतियाँ) जारी करने का निदेश देता है। मूल आयात लाइसेंस एतद्वारा रद्द किया गया समझा जाए।

4. आयात लाइसेंस का अनुलिपि लाइसेंस (दोनों प्रतियाँ) जारी किया जाता है।

[मिसिल सं० 7-जी/कन्ट/83-84/जी०एल०एम०]

#### MINISTRY OF COMMERCE

(Office of the Chief Controller of Imports & Exports)

New Delhi, the 24th February, 1984

#### ORDER

S.O. 2336.—M/s. Greaves Cotton & Co. Ltd. Thapar House 124-Janpath, New Delhi-110001, was granted an I/L No. G/O/3202366 dated 15-12-83 for Rs. 320614, only for the import of Spares for S-Band Radar/88 Kems as per list attached against DGSD EAI-6/819/081/30-3-83/86/Cell-380/COAD/384 dated 20-8-83.

2. M/s. Greaves Cotton & Co. Ltd., New Delhi, have now requested for issue of a duplicate I/L (both copies) of the above licence on the ground that the original I/L has been lost without having been registered with the Custom Authority and utilised at all. M/s. Greaves Cotton & Co. Ltd., New Delhi, agrees and undertake to return the original I/L if traced later on to this office for record.

3. In support of their contention, M/s. Greaves Cotton & Co., Ltd., New Delhi, have filed an affidavit as required in terms of Para 353 of Chapter XV of Hand Book of Import-Export Producers for 1983-84. The undersigned is satisfied that the original I/L No. G/O/3202366 dated 15-12-83 has been lost and directs that duplicate licence (both copies) may be issued to the applicant. The original I/L is hereby treated as cancelled.

4. The duplicate licence (both copies) of the I/L has been issued.

[F. No. 7-G/Cont./83-84/GLS]

#### आदेश

का०आ० 2337.—सर्वश्री ग्रीव्स काटन एंड कम्पनी लिमिटेड, थापर हाउस, 124-जनपथ, नई दिल्ली-110001 को महानिदेशालय, तकनीकी विकास की ई०ए०आई-7/219/016/30-4-83/87/715 सी ओ ए डी दिनांक 9-9-83 के प्रति संलग्न सूची के अनुसार राडार मोनिटर माडल 021 बी-23 के आयात के लिए मात्र 93,966 रु० का आयात लाइसेंस सं० जी/ओ/3202363 दिनांक 8-12-83 प्रदान किया गया था।

2. सर्वश्री ग्रीव्स काटन एंड कम्पनी लिमिटेड, नई दिल्ली ने अब उपर्युक्त लाइसेंस के अनुलिपि लाइसेंस (दोनों प्रतियाँ) के लिए इस आधार पर आवेदन किया है कि मूल आयात लाइसेंस बिना किसी सीमा शुल्क प्राधिकारी के पास पंजीकृत करवाए और बिल्कुल भी उपयोग में लाए बिना ही खो गया है। सर्वश्री ग्रीव्स काटन एंड कम्पनी लिमिटेड, नई दिल्ली इस बात से सहमत है और वचन देते हैं कि मूल आयात लाइसेंस के बाद में मिल जाने पर वे उसे इस कार्यालय के रिकार्ड के लिए वापस कर देंगे।

3. अपने तर्क के समर्थन में सर्वश्री ग्रीव्स काटन एंड कम्पनी लिमिटेड, नई दिल्ली ने 1983-84 की आयात-निर्यात क्रियाविधि पुस्तक के अध्याय 15 की कंडिका 35.3

में दी गई शर्तों के अनुसार एक गपथ पत्र दाखिल किया है। अर्थात्साक्षरी संतुष्ट है कि मूल आयात लाइसेंस सं० जी/ओ/3202363 दिनांक 8-12-83 खो गया है और आवेदक को अनुलिपि लाइसेंस (दोनों प्रतियाँ) जारी करने का निदेश देता है। मूल आयात लाइसेंस एतद्वारा रद्द किया गया समझा जाए।

4. आयात लाइसेंस का अनुलिपि लाइसेंस (दोनों प्रतियाँ) जारी किया जाता है।

[मि० सं० 6-जी/कन्ट/83-84/जी०एल०एम०]

पावल बैक, उप-मुख्य नियंत्रक, आयात-निर्यात  
कृते मुख्य नियंत्रक, आयात-निर्यात

#### ORDER

S.O. 2337.—M/s. Greaves Cotton & Co. Ltd., Thapar House 124-Janpath, New Delhi-110001, was granted an I/L No. G/O/3202363 dt. 8-12-83 for Rs. 93,966 for the import of Radar Monitor Model 021 B-23 as per list attached against DGSD FAI-7/219/016/30-4-83/87/715 COAD dated 9-9-83.

2. M/s. Greaves Cotton & Co., Ltd., New Delhi, have now requested for issue of a duplicate I/L (both copies) of the above licence on the ground that the original I/L has been lost without having been registered with the Custom Authority and utilised at all. M/s. Greaves Cotton & Co., Ltd., New Delhi, agrees and undertake to return the original I/L if traced later on to this office for record.

3. In support of their contention, M/s. Greaves Cotton & Co., Ltd., New Delhi, have filed an affidavit as required in terms of Para 353 of Chapter XV of Hand Book of Import-Export Procedure for 1983-84. The undersigned is satisfied that the original I/L No. G/O/3202363 dated 8-12-83 has been lost and directs that Duplicate Licence (both copies) may be issued to the applicant. The original I/L is hereby treated as Cancelled.

4. The Duplicate Licence (both Copies) of the I/L has been issued.

[F. No. 6-G/Cont./83-84/GLS]

PAUL BECK, Dy. Chief Controller of Imports & Exports.

for Chief Controller of Imports & Exports.

नई दिल्ली, 6 जन, 1984

#### आदेश

का०आ० 2338—सर्वश्री एल्फ सर्विसिज, नई दिल्ली को एक नग निमान सेडरिक 2300 सी० सी० कार के आयात के लिए 65,000/-रु० का एक आयात लाइसेंस सं० पी०/एफ०/2030913 दिनांक 19-1-84 प्रदान किया गया था। आवेदक ने उपर्युक्त आयात लाइसेंस (मुद्रा-विनिमय नियंत्रण प्रति) की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि मूल आयात लाइसेंस (मुद्रा-विनिमय नियंत्रण प्रति) अस्थानस्थ हो गया है। आगे यह बताया गया है कि मूल आयात लाइसेंस (मुद्रा-विनिमय नियंत्रण प्रति) किसी भी सीमा-शुल्क प्राधिकारी के पास पंजीकृत नहीं था और इस प्रकार आयात लाइसेंस (मुद्रा-विनिमय नियंत्रण प्रति) का बिल्कुल भी उपयोग नहीं किया था।

2. अपने तर्क के समर्थन में, लाइसेंसधारी ने यथाचित न्यायिक प्राधिकारी के सम्मुख विधिवत् गपथ लेकर एक



शपथ-पत्र दायित्व किया है। तदनुसार मैं संतुष्ट हूँ कि मूल आयात लाइसेंस सं० पी०/एफ०/2030913 दिनांक 19.1.84 (मुद्रा-विनियम नियंत्रण प्रति) आवेदक से खो गया है। समय-समय पर यथा संबंधित आयात (नियंत्रण) आदेश, 1955 दिनांक 7.12.1955 के उपखंड 9(ग) के अन्तर्गत प्रदत्त अधिकारों का उपयोग करते हुए सर्वश्री एल्प सर्विसिज, नई दिल्ली का जारी किया गया उक्त मूल आयात लाइसेंस सं० पी०/एफ०/2030913 दिनांक 19.1.84 एतद्वारा रद्द किया जाता है।

3. आयात लाइसेंस (मुद्रा-विनियम नियंत्रण प्रति) की अनुलिपि प्रति पार्टी को अलग में जारी की जा रही है।

[मि० सं० नदर्थ 31/83-84/बी० एल० एम०/981]

एन० एस० कृष्णमूर्ति, उप-मुख्य नियंत्रक, आयात-निर्यात

#### ORDER

New Delhi, the 6th June, 1984

S.O. 2338.—M/s. Aelpe Services, New Delhi was granted import licence No. P/F/2030913 dated 19th January, 1984 for Rs. 65,000 for the import of one No. Nissan Cedric 2300 CC Car. The applicant has applied for issue of Duplicate copy of the above mentioned import licence (Exchange Control Copy) on the ground that the original import licence (Exchange Control Copy) has been misplaced. It has further been stated that the original import licence (Exchange Control Copy) was not registered with any Customs Authority and as such the import licence (E.C. Copy) was not utilised at all.

2. In support of his contention, the licensee has filed an affidavit duly sworn before an appropriate judicial authority. I am accordingly satisfied that the original import licence No. P/F/2030913 dated 19th January, 1984 (E.C. Copy) has been lost by the applicant. In exercise of the powers conferred under Sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7th December, 1955 as amended from time to time the said original import licence No. P/F/2030913 dated 19th January, 1984 issue to M/s. Aelpe Services, New Delhi.

3. A duplicate copy of the Import Licence (Exchange Control Copy) is being issued to the party separately.

[F. No. Adhoc 31/83-84/BLS/981]

N. S. KRISHNAMURTHY, Dy. Chief Controller  
of Imports & Exports

#### ऊर्जा मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 6 जुलाई, 1984

का० आ० 2339.—यसः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में हजीरा बरेली से जगदीशपुर तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

और यसः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

444 GI/84—2

अतः अब पेट्रोलियम और खनिज पाईप लाइन (भूमि में उपयोग के अधिकार का अर्जन), अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

वर्तते कि उक्त भूमि में हितवद् कोई व्यक्ति, उस भूमि के नीचे पाईप लाइन बिछाने के लिये आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

#### अनुसूची

हजीरा बरेली से जगदीशपुर तक पाइप लाइन बिछाने के लिये।

राज्य गुजरात	जिला बड़ोदरा	तालुका-डमोई		
गांव	सर्वे नं	हेक्टर	आर	सेन्टी-यर
1	2	3	4	5
बानोद	Kotar	0	09	44
	कार्ट ट्रेक	0	05	12
	169/1/P	0	22	88
	[169/1/P	0	20	48
	169/1/A/P	0	17	22
	216	0	00	88
	214/1	0	32	00
	214/2	0	20	80
	214/1/P	0	03	04
	212	0	34	08
	209	0	04	16
	210	0	19	68
	211	0	06	08
	198	0	16	00
	197	0	00	80
	194	0	28	80
	199	0	00	32
	191	0	00	64
	192	0	07	52
	193	0	15	68
	397	0	21	92
	177	0	17	60
	176	0	04	96
	178/1	0	04	96

1	2	3	4
	178/2	0	14 08
	178/3	0	11 68
	178/4	0	01 84
	173 1	0	00 20
	406	0	16 96
	403	0	15 84
	404/1	0	03 52
	404/2	0	19 68
	126	0	30 24
	129	0	01 92
	128/1	0	13 28
	128	0	00 24
	126/2	0	07 52
	127	0	16 16
	Kans	0	07 20

[सं० O-12016/56/84- प्रो एन जीडी-4]

पी० के० राजगोपालन, डेस्क अधिकारी

## MINISTRY OF ENERGY

(Department of Petroleum)

New Delhi, the 6th July, 1984

S.O. 2339.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hajira-Bareilly to Jagdishpur in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner

## SCHEDULE

## PIPE LINE FROM HAJIRA TO BAREILLY TO JAGDISHPUR

State : Gujarat District : Vadodara Taluka : Dabhoi

Village	Survey No.	Hec. tare	Are	Centiare
1	2	3	4	5
BANOD	Kotar	0	09	44
	Cart track	0	05	12
	169/1/P	0	22	88
	169//1P	0	20	48

1	2	3	4
	169/1 /A/P	0	17 12
	216	0	00 88
	214/1	0	32 00
	214/2	0	20 80
	214/1/P	0	03 04
	212	0	34 08
	209	0	04 16
	210	0	17 68
	211	0	06 08
	198	0	16 00
	199	0	00 80
	194	0	28 80
	199	0	00 32
	191	0	00 64
	192	0	07 52
	193	0	15 68
	397	0	21 92
	177	0	17 60
	176	0	04 96
	178/1	0	04 96
	178/2	0	19 68
	178/3	0	11 08
	176/4	0	01 84
	173/1	0	00 20
	406	0	16 96
	403	0	15 84
	404/1	0	03 52
	404/2	0	17 68
	126	0	30 24
	129	0	01 92
	128/1	0	13 28
	128	0	00 24
	126/2	0	07 52
	127	0	16 16
	Kans	0	07 20

[No. O-12016/56/84-ONG-D-4]

P. K. RAJAGOPALAN, Desk Officer

(कोयला विभाग)

नई दिल्ली, 5 जुलाई, 1984

का० प्रा० 2340.—केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) के अधीन, भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं का प्रा 2481 तारीख 19 जून, 1982 द्वारा उस में संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र में 394 एकड़ (लगभग) या 160 हेक्टर (लगभग) माप की भूमि की बाबत कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी।

और उक्त भूमि की बाबत उक्त अधिनियम की धारा 7 की उपधारा (1) के अधीन कोई सूचना नहीं दी गई है;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए

10 जुलाई, 1984 से प्रारम्भ होने वाली एक वर्ष की और अवधि को उस अवधि के रूप में विनिर्दिष्ट करती है जिसके भीतर केन्द्रीय सरकार उस भूमि या उसमें अवस्था उस पर किन्हीं अधिकारों को अर्जित करने की सूचना दे सकेगी।

कुल

394 एकड़ (लगभग)

160 हेक्टर (लगभग)

सीमा वर्णन:

अनुसूची

ब्लॉक सं० 1 और 2 विस्तारण

क्रम सं०	मौजा ग्राम	थाना सं०	थाना	जिला	क्षेत्र (एकड़ में)	टिप्पणियाँ
1.	इंदकाटा	2	कुल्ती	बर्दवान	287	पूर्ण
2.	सालनपुर	27	"	"	93	भाग
3.	नाकराजु-रिया	26	"	"	14	भाग

क-ख-ग-घ

रेखा मौजा इंदकाटा के परिमाण के साथ-साथ जाती है और बिन्दु "घ" पर मिलती है।

ड-च-छ-ज-झ-ञ

रेखा भागत मौजा नाकराजुरिया, मौजा सालन पुर के साथ-साथ जाती है और बिन्दु 'ज' पर मिलती है।

[सं० 19/31/82-सी एल/सीए]

टी०सी०ए० श्रीनिवासन, निदेशक

(Department of Coal)

New Delhi, the 5th July, 1984

S. O. 2340.—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No.S.O. 2481, dated the 19th June, 1982, under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) published in the Gazette of India, Part II, section 3 sub-section (ii) dated the 10th July, 1982, the Central Government gave notice of its intention to prospect coal in lands measuring 394 acres (approximately) or 160 hectares (approximately) in the localities specified in the Schedule appended hereto ;

And whereas in respect of the said lands, no notice under sub-section (1) of section 7 of the said Act has been given;

Now therefore in exercise of the power conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby specifies a further period of one year commencing from the 10th July, 1984 as the period within which the Central Government may give notice of its intention to acquire the said lands on any rights in or over such lands.

## SCHEDULE

## Block No. 1 and 2 Extension

S. No.	Mouza (village)	Thana No.	Police station (Rihana)	District	Area in acres	Remarks
1.	Indkata	2	Kulti	Burdwan	287	Full
2.	Salanpu	27	Kulti	Burdwan	93	Part
3.	Nahrajuria	26	Kulti	Burdwan	14	Part

Total area—394 acres (approximately)  
—160 hectares (approximately)

Boundary description :

A-B-C-D- Line passes along the perimeter of Mouza Indkata and meets at point 'D'.  
E-F-G-H- Line passes along part of Mouza Nahrajuria  
I-J Mouza Salanpur and meets at point 'J'.

[No. 19/31/82-CL/CA]  
T. C. A. SRINIVASAN, Director

**उत्पादन और उर्बरक मंत्रालय**  
विकास आयुक्त औषधि का कार्यालय  
नई दिल्ली, 2 जुलाई, 1984  
आदेश

का०आ० 2341.—केन्द्रीय सरकार, औषधि (कीमत नियंत्रण) आदेश, 1979 के पैरा 3 के उपपैरा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, 45.85 रु० प्रति ग्राम को ऐसी अधिकतम कीमत के रूप में नियत करती है जिस पर, देश में निर्निर्मित प्रपुंज ओषधि नोरेथिस्टेरोन ऐसिटेट का विक्रय किया जाएगा।

[सं० 8 (9)/81-डी-2]  
ई० एन० मूर्ति, उप-सचिव,

MINISTRY OF CHEMICALS AND FERTILIZERS  
(Office of Development Commissioner (Drugs))  
New Delhi, the 2nd July, 1984  
ORDER

S.O. 2341.—In exercise of the powers conferred by sub-paragraph (1) of paragraph 3 of the Drugs (Prices Control) Order, 1979, the Central Government hereby fixes Rs. 45.85 per gram as the maximum price at which the bulk drugs Norethisterone Acetate, manufactured indigenously shall be sold.

[No. 8(9)/81-D. II]  
E. N. MURTHY, Dy. Secy.

**स्वास्थ्य और परिवार कल्याण मंत्रालय**  
(स्वास्थ्य विभाग)  
नई दिल्ली, 5 जुलाई, 1984

का०आ० 2342.—औषध और प्रसाधन सामग्री अधिनियम, 1940 (1940 का 23) की धारा 33-ग की उपधारा (1), (2), (3) और (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के स्वास्थ्य और परिवार कल्याण मंत्रालय (स्वास्थ्य विभाग) की 18 जुलाई 1979 की अधिसूचना (संख्या एक्स 19012/3/78-ए० पी० सी०) का अतिरिक्त करती हुए केन्द्रीय सरकार एतद्द्वारा पहली जुलाई, 1984 से एक आयुर्वेदिक सिद्ध और यूनानी तकनीकी सलाहकार बोर्ड का गठन करती है, जिसमें निम्नलिखित सदस्य होंगे अर्थात्:—

1	2
धारा 33 ग की उपधारा (2) के खंड (1) से (4) के अधीन पदेन सदस्य	1. स्वास्थ्य सेवा महानिदेशक भारत सरकार 2. औषध नियंत्रक (भारत) 3. स्वास्थ्य और परिवार कल्याण मंत्रालय में भारतीय चिकित्सा-पद्धतियों का काम देखने वाला मुख्य अधिकारी 4. निदेशक, केन्द्रीय औषध प्रयोगशाला, फसलक्ता
धारा 33 ग की उपधारा (2) के खंड (5) के अधीन मनोनीत	श्री वाई० आर० मेहता, सरकारी विश्लेषक एस० एम० एस० मेडिकल कालेज, अजपुर

1	2
धारा 33 ग की उपधारा (2) के खंड (6) के अधीन मनोनीत	प्रोफेसर बी० ए० राजी, अध्यक्ष, (मेवा निवृत्त) वनस्पति विज्ञान विभाग, मैसूर विश्व-विद्यालय, 28/2 डिसेम्बर रोड, कलामी एलाम, बंगलोर
धारा 33 ग की उपधारा (2) के खंड (7) के अधीन मनोनीत	प्रो० आर० ए० कुरूप, अध्यक्ष, रसायन शास्त्र विभाग, केरल विश्वविद्यालय, त्रिवेन्द्रम
धारा 33 ग की उपधारा (2) के खंड (8) के अधीन मनोनीत	1. कुमारी सदिता साताकोपन, खाद्य और औषध प्रयोगशाला नजदीक पोलीटेकनीक, बड़ीदा-2 2. श्री प्रजापति जोशी, प्रबन्ध निदेशक इण्डियन मेडिसिन फार्मास्यूटिकल कार्पोरेशन लिमिटेड रानीखेत, उ० प्र० 3. हकीम एम० कयामुद्दीन जे-16, गवर्नमेंट क्वार्टर, श्रीनगर 4. डा० पी० त्यागराजन, 58, आयुध नायडू स्ट्रीट शोनाय नगर, मद्रास-30 डा० एन० जी० बन्दापाध्याय, प्रोफेसर द्रव्यगुण, गवर्नमेंट आयुर्वेदिक कालेज, पटना हकीम एम० तैब, प्रोफेसर, इल्म-उम-सादबिया विभाग, अली-गढ़ मुस्लिम विश्वविद्यालय, अलीगढ़ डा० बी० राम दास, मेडिकल, गवर्नमेंट मिड मेडिकल कालेज पालायमकोटई धारा 33 ग की उपधारा (2) के खंड (12) के अधीन मनोनीत
धारा 33 ग की उपधारा (2) के खंड (11) के अधीन मनोनीत	1. हकीम फेयाज आलम, निवेशक-इजलाही दवाखाना, फेसी महल, मुहम्मद अली रोड, बम्बई डा० नैथुन बेजीयन हरवालाया फार्मास्यूटिकल्स, 1014, ईस्ट पोरोपुरम, कारूर 3. वैद्य नायक चन्द्र शर्मा, आयुर्वेदविचार्य और आयुर्वेद बृहस्पति, कायायता आयुर्वेदिक फार्मास्यूटिकल वर्क्स (प्राइवेट) लिमिटेड, 8/352

1	2
	रेगड़पुरा, करोलबाग, नई दिल्ली
धारा 33-ग की उपधारा (2) के खंड (13) के अधीन मनोनीत	1. वैद्य बी० डी० त्रिगुणा, 143 सराय काले खाँ, निजामुद्दीन, नई दिल्ली 2. डा० जे० डी० सन्देरवाला, डाकघर कानामाम, ताल्लुक मुक्करी जिला खेलगाम. कर्नाटक 3. डा० बी० रघुपति एम० आई० एस० अम्बासमुन्दरम जिला, तिरुनेलवेली, तमिलनाडु

1. केन्द्रीय सरकार एतद्वारा स्वास्थ्य सेवा महानिदेशक, पदेन सदस्य को उक्त बोर्ड के अध्यक्ष और वैद्य एस० के० मिश्रा, सलाहकार (आयुर्वेद और सिद्ध) को सचिव के रूप में नियुक्त करती है।

[सं० के०-11022/1/82-ए० पी० सी०]  
पी० के० उमाशंकर, अपर सचिव

#### MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 5th July, 1984

S.O. 2342.—In exercise of the powers conferred by sub-sections (1), (2), (3) and (7) of section 33C of the Drugs and Cosmetics Act, 1940 (23 of 1940) and in supersession of the notification of the Government of India Ministry of Health and Family Welfare (Department of Health) (No. X.19012/3/78-APC) dated 18th July 1979 the Central Government hereby constitute with effect from 1st July, 1984, an Ayurvedic Siddha and Unani Drugs Technical Advisory Board consisting of the following members, namely :—

Ex-officio members under clauses (i) to (iv) of sub-section (2) of section 33C :

1. The Director General of Health Services of Government of India.
2. The Drugs Controller (India).
3. The principal officer dealing with Indian systems of medicine in the Ministry of Health and Family Welfare.
4. The Director Central Drugs Laboratory Calcutta.

Nominated under clause (v) of sub-section (2) of section 33C :

Sh. Y.R. Mehta Government Analyst S.M.S. Medical College Jaipur.

Nominated under clause (vi) of sub-section (2) of section 33C

Prof. B.A. Razi Head (Retd.), Department of Botany Mysore University, 28/2 Dispensary Road Kalasipalayam, Bangalore.

1	2
Nominated under clause (vii) of sub-section (2) of section 33C.	Prof. R.A. Kurup Head Department of Chemistry, Kerala University Trivandrum.
Nominated under clause (viii) of sub-section (2) of section 33C.	1. Kumari Savita Satakopan, Food & Drugs Laboratory, Near Polytechnic, Baroda-2. 2. Sh. Prajapati Joshi Managing Director Indian Medicine Pharmaceuticals Corporation Limited Ranikhet U.P. 3. Hakim M. Qayamuddin J-16 Government Quarters, Srinagar.
Nominated under clause (ix) of sub-section (2) of section 33C :	4. Dr. P. 'Thyagarajan, 58 Ayyayu Naidu Street, S. S. Nagar, Madras-30. Dr. N.G. Bandopadhyay, Prof. of Darvyaguna, Government Ayurvedic College, Patna.
Nominated under clause (x) of sub-section (2) of section 33C.	Hahim M. Taiyab, Prof. Department of Ilm-UL-Advia, Aligarh Muslim University, Aligarh.
Nominated under clause (xi) of sub-section (2) of section 33C	Dr. V. Ram Das, Lecturer, Government Siddha Medical College, Palayamkottai.
Nominated under clause (xii) of sub-section (2) of section 33C.	1 Hakim Faiyaz Alam, Director, Islahai Dawakhana Fancy Mahal Mohd. Ali Road Bombay. 2 Dr. Nedunchezhiyan Herbalaya Pharmaceuticals 1014 East Gowripuram, Karur. 3 Vaidya Nanak Chand Shamra, Ayurvedicaharya and Ayurved Brahaspati Kayamaya Ayurvedic Pharmaceutical Works (Pvt.) Ltd., 8/3552 Regar Pura, Karol Bagh, New Delhi.
Nominated under clause (xiii) of sub-section (2) of section 33C :	1 Vaidya B D. Triguna 143 Sarai Kale Khan Nizamuddin New Delhi 2 Dr. J.D. Sanderwala, At & Post Office Kanagale, Taluka Hukkeri Distt. Belgaum Karnataka.

1

2

3. Dr. V. Raghupati L.I.M.  
Ambasamudram,  
Distt. Tirunelveli,  
Tamil Nadu.

2. The Central Government hereby appoints the Director General of Health Services an ex-officio member as Chairman and Vaidya S.K. Mishra Adviser (Ayurveda & Siddha), as Secretary respectively of the said Board.

[No. K-11022/1/82-APC]  
P.K. UMASHANKAR Addl. Secy.

नई दिल्ली, 6 जुलाई, 1981

आदेश

का० आ० 2343.-यनः, भारत सरकार के स्वास्थ्य मंत्रालय की 21 जून, 1984 की अधिसूचना सं० बी० 11016/3/83-एम० ई० (पी०) द्वारा केन्द्रीय सरकार यह निदेश देती है कि लंदन विश्वविद्यालय की एम० बी० बी० एम० नामक चिकित्सा अर्हता भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102 वां) के प्रयोजन के लिए मान्यता प्राप्त चिकित्सा अर्हता होगी।

और यनः, डा० स्टॉन्स राबर्ट विलियम, जिनके पास उक्त अर्हता है फिलहाल धर्मार्थ कार्यों के प्रयोजन से वैलाक्य वीध सहायक गण, पुणे से सम्बद्ध है।

अब इसलिए, उक्त अधिनियम की धारा 14, उप-धारा (1) के परन्तुक के खंड ग के अनुसरण में केन्द्रीय सरकार एतद्वारा निम्नलिखित विनिर्दिष्ट करती है :—

- (1) दो वर्ष की एक अवधि अथवा
- (2) जिस अवधि तक डा० स्टॉन्स राबर्ट विलियम उक्त वैलाक्य वीध सहायक गण, पुणे महाराष्ट्र के साथ सम्बद्ध रहेंगे, जो भी छोटी हों, वह अवधि होगी, जब तक उक्त डाक्टर द्वारा मेडिकल प्रैक्टिस सीमित होगी।

[संख्या बी० 11015/3/83-एम० ई० (पी०)]  
रविन्द्र नाथ निबारी, उप सचिव

New Delhi, the 6th July, 1984

#### ORDER

S.O. 2343.—Whereas by the notification of the Government of India in the Ministry of Health No. V. 11016/3/83-ME (P) dated the 21st June, 1984, the Central Government has directed that the medical qualification, "M.B.B.S., University of London" shall be recognised medical qualification for the purpose of the Indian Medical Council Act, 1956 (102 of 1956);

And whereas Dr. Stones Robert William, who possesses the said qualification is for the time-being attached to the Trailokya Bauddha Sahayaka Gana, Pune, for the purposes of charitable work.

Now, therefore, in pursuance of clause (c) of the proviso to sub-section (1) of section 14 of the said act, the Central Government hereby specifies—

(i) a period of two years or

(ii) the period during which Dr. Stones Robert William is attached to the said Trailokya Bauddha Sahayaka Gana, Pune, Maharashtra, whichever is shorter, at the period to which the medical practice by the aforesaid doctor shall be limited.

[No. V. 11015/3/83-ME(P)]

R. N. TEWARI, Dy. Secy.

समाज कल्याण मंत्रालय

नई दिल्ली, 1 जून, 1984

का. आ. 2344.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में चिकित्सा व्यक्तियों के लिए संस्थान 4, विष्णु दिगम्बर मार्ग, नई दिल्ली-110004 को, जिनके 80 प्रतिशत कर्मचारिवृत्त ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अभिसूचित करती है।

[सं. ई. 11017/3/84-हिन्दी]

एम. एम. साहनी, अवर सचिव

MINISTRY OF SOCIAL WELFARE

New Delhi, the 1st June, 1984

S.O. 2344.—In pursuance of sub-rule (4) of rule 10 of the Official Language (use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the Institute for Physical Handicapped, 4, Vishnu Digamber Marg, New Delhi, the 80% sta. whereof have required a working Knowledge of Hindi.

[No. E. 11017/3/84-Hindi]

M.M. SAHNI, Under Secy.

दिल्ली विकास प्राधिकरण

(सर्वे एवं सैटलमेंट यूनिट-1)

नई दिल्ली, 15 जून, 1984

का.आ० 2345 दिल्ली विकास अधिनियम 1957 (1957 की सं०-61) की धारा 22 की उपधारा (4) की व्यवस्थाओं के अनुसरण में दिल्ली विकास प्राधिकरण ने नीचे लिखी अनुसूची में उल्लिखित भूमि आगे खालसा शिक्षा समिति की प्र इमरो एवं मिडल स्कूल चलाने की हस्तान्तरित करने के लिए भूमि एवं विकास कार्यालय, निर्माण और आवास मंत्रालय, भारत सरकार, नई दिल्ली के निपटान पर देने हेतु केन्द्रीय सरकार के निपटान पर लौटा दी है :—

अनुसूची

लगभग 0.75 एकड़ माप का भूमि खण्ड जो सरोजिनी नगर, नई दिल्ली में स्थित है, जिसका स्थल 19 है और जो अधिसूचना सं० 4719 दिनांक 21-8-75 का समस्त भाग है।

उपर्युक्त भूमि/खण्ड की सीमाएं निम्नलिखित हैं :—

उत्तर में : सड़क

दक्षिण में : सड़क

पूर्व में : सड़क

पश्चिम में : सड़क

[सं० एस०एण्ड एस-33(9)/83-ए०ई०-1/1957]

नाथू राम, सचिव

दिल्ली विकास प्राधिकरण

## DELHI DEVELOPMENT AUTHORITY

## SCHEDULE

(Survey &amp; Settlement Unit. I)

New Delhi, the 15th June, 1984

S.O. 2345.—In pursuance of the provisions of Sub-Section (4) of Section 22 of the Delhi Development Act, 1957 (61 of 1957) the Delhi Development Authority has replaced at the disposal of the Central Government the land described in the schedule below for placing it at the disposal of the Land & Development Office, Ministry of Works & Housing Govt. of India, New Delhi for further transfer to the Khalsa Education Society for Running Primary/Middle School in Sarojini Nagar, New Delhi.

Piece of land measuring about 0.75 acres situated in Sarojini Nagar, New Delhi bearing site No. 19 full of Notification No. S.O. 4719 dated 21-8-75.

The above piece of land is bounded as follows :—

North : by Road.

South : by Road.

East : by Road.

West : by Road.

[S & S 33(9)/83/A.E.(I)/1956]

NATHU RAM, Secy.

Delhi Development Authority

## श्रम और पुनर्वास मंत्रालय

(श्रम विभाग)

नई दिल्ली, 6/12 जून, 1984

आदेश

कां.आ. 2346—इसमें उपावद्ध अनुसूची में विनिर्दिष्ट औद्योगिक विवाद श्री टी० अरुलराज, पीठासीन अधिकारी, औद्योगिक अधिकरण, मद्रास के समक्ष लंबित पड़े हैं;

और श्री टी० अरुलराज की सेवाएं अब उपलब्ध नहीं रही हैं;

अतः अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 33 ख की उपधारा (1) के साथ पठित धारा 7 क के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री के० एस० गुरुमूर्ति होंगे, जिसका मुख्यालय मद्रास में होगा और उक्त श्री टी० अरुलराज, पीठासीन अधिकारी, औद्योगिक अधिकरण, मद्रास के समक्ष लंबित उक्त विवाद के संबद्ध कार्यवाही को वापस लेती है और उसे श्री के० एस० गुरुमूर्ति, पीठासीन अधिकारी, औद्योगिक अधिकरण, मद्रास को इस निर्देश के साथ स्थानांतरित करती है कि उक्त अधिकरण आगे कार्यवाही उस उपक्रम से करेगा, जिस पर वह उसे स्थानांतरित की जाए तथा विधि के अनुसार उसका निपटारा होगा।

## अनुसूची

क्र०	मा.मल. संख्या	भारत सरकार, श्रम मंत्रालय, नई दिल्ली आदेश की संख्या और तारीख	पक्षकारों के नाम
1	2	3	4
1.	आई डी सं०-14/75	आदेश सं०-एल-12011/4/74-एलआर-3 दिनांक 26-2-1975	कर्मकार और प्रबंधक, भारतीय स्टेट बैंक, मद्रास
2.	आई डी सं०-56/76	आदेश सं० एल-33012 (2)/76-डी-4 (ए) दिनांक 27-10-1976	मद्रास स्टीवीडोर्स एसोसिएशन, मद्रास
3.	आई डी सं०-70/77	आदेश सं०-एल 35011/4/77-डी-4 (ए) दिनांक 2-12-1977	कोचील पार्ट ट्रस्ट, कोचील
4.	आई डी सं०-75/80	आदेश सं० 12012/64/79-डी-2 (ए) दिनांक 7-10-80	इंडियन ओवरसिज बैंक, मद्रास
5.	आई डी सं०-16/81	आदेश सं० 12012/213/79-डी-2 (ए) दिनांक 16-2-1981 (उपर्युक्त विवाद 1-6-82 को निपटाया गया। लेकिन उक्त कर्मकार द्वारा धारा 33 (क) के अधीन की गई शिकायत (शिकायत नं० 1/82) अभी लंबित पड़ी है और इसलिए औद्योगिक 2/82 विवाद 16/81 के लिए स्थानांतरित अधिसूचना भी आवश्यक है)	इंडियन बैंक, त्रिवेन्द्रम

1	2	3	4
6. आईडी सं०-45/81	आदेश संख्या एल-33011 (2)/81-डी-4 (ए) दिनांक 22-5-1981	थेराप्यूटिकल केमिकल अनुसंधान कार्पोरेशन, मद्रास	
7. आईडी सं०-6/82	आदेश सं०-एल 12012(327)/81-डी-2 (ए) दिनांक 29-1-1982	स्टेट बैंक आफ इंडिया, मद्रास	
8. आईडी सं०-13/82	आदेश सं० एल-29011/35/81-डी-3 (बी) दिनांक 23-2-1982	भारतीय सीमेंट लिमिटेड, मनकारी पश्चिम	
9. आईडी सं०-16/82	आदेश सं०-एल-29012(7)/81-डी-3 (बी) दिनांक 27-2-1982	—यथोक्त—	
10. आईडी सं०-19/82	आदेश सं० एल-29011/40/81-डी-3 (बी) दिनांक 27-2-1982	—यथोक्त—	
11. आईडी सं०-49/82	आदेश सं० एल-12012 (319)/81-डी-2 (ए) दिनांक-7-1982	भारतीय स्टेट बैंक, मद्रास-1	
12. आईडी सं०-50/82	आदेश सं० एल-44012(2)/81-डी-4 (ए) दिनांक 10-8-1982	तृतीकोरीन पोर्ट ट्रस्ट, तृतीकोरीन	
13. आईडी सं०-53/82	आदेश सं० एल-17012(20)/81-डी-2 (ए) दिनांक 21-7-1982	युनाइटेड इंडिया इंसुरेंस कम्पनी लि०, मद्रास-6	
14. आईडी सं०-54/82	आदेश सं० एल-33012 (2)/82-डी-1 (ए) दिनांक 21-7-82	के० पी० वी० शंकर मोहम्मद रौठर एंड कंपनी मद्रास-1	
15. आईडी सं०-56/82	आदेश सं० एल-17011/8/81-डी-4 (ए) दिनांक 17-9-82	एल आई सी आफ इंडिया, मद्रास-2	
16. आईडी सं०-6/83	आदेश सं० एल-17012/8/82-डी-4 (ए) दिनांक -1-1983	भारतीय जीवन बीमा निगम, मदुरै	
17. आईडी सं०-18/83	आदेश सं० एल-33011/2/82-डी-4 (ए) दिनांक 26-2-1983	सूरोसन एण्ड कंपनी प्रइवेट लि०, मद्रास	
18. आईडी सं०-20/83	आदेश सं० एल-12012/55/82-डी-2(ए) दिनांक 4-3-1983	मिडिकोट बैंक, मणिपाल	
19. आईडी सं०-24/83	आदेश सं० एल-12012/30/82-डी-2 (ए) दिनांक 17-3-1983	भारतीय स्टेट बैंक एल० एच० ओ० मद्रास-1	
20. आईडी सं० 35/83	आदेश सं० एल-12012/300/82-डी-2 (ए) दिनांक 24-5-1983	—यथोक्त—	
21. आईडी सं०-49/83	आदेश सं० एल-12012/125/83-डी-2 (ए) दिनांक 1-8-1983	साउथ मालाबार ग्रामीण बैंक, मेलापुरम	
22. आईडी सं०-51/83	आदेश सं० एल-12012/318/82-डी-2 (ए) दिनांक -7-1983	भारतीय स्टेट बैंक, मद्रास-1	
23. आईडी सं०-58/83	आदेश सं० एल-44011/3/82-डी-4 (ए) दिनांक 23-8-1983	तृतीकोरीन पोर्ट ट्रस्ट, तृतीकोरीन	
24. आईडी सं०-61/83	आदेश सं० एल-12012/17/83-डी-4 (ए) दिनांक 27-8-1983	बैंक आफ मदुरल लि० मद्रास-2	
25. आईडी सं०-62/83	आदेश सं० एल-29025/8/82-डी-3 (बी) दिनांक 25-8-1983	वी माइल्स एजेंट, मैसर्स इंडियन मिनरल्स एंड एलाइड इंडस्ट्रीज सलीम 7	
26. आईडी सं०-71/83	आदेश सं० एल-12012/14/83-डी-4 (ए) दिनांक 29-10-1983	बैंक आफ कोचीन लिमिटेड, एर्नाकुलम	
27. आईडी सं०-76/83	आदेश सं० एल-12012/98/83-डी-2 (ए) दिनांक 17-11-1983	इंडियन बैंक, मद्रास-1	



1	2	3	4
28. आईडी सं०-79/83	आदेश सं० एल-43012(16)/83-डी-3 (बी) दिनांक 29-11-1983	मद्रास एलुमिनियम कम्पनी लिमिटेड, मेदूर बांध	
29. आईडी सं०-80/83	आदेश सं० एल-27012 (4)/83-डी-3(बी) दिनांक 29-11-1983	डालमिया मेगनेसाइट कार्पोरेशन, सलीम	
30. आईडी सं०-81/83	आदेश सं० एल-27011 (11)/83-डी-2 (बी) दिनांक 6-12-1983	श्री० सी० कन्दन, कंट्रक्टर, श्री, पानकुमार मेगनेसाइट माइन्स, सलीम-32	
31. आईडी सं०-1/84	आदेश सं० एल-42011(8)/83-डी-2 (बी) दिनांक -1-1984	तृतीकोरीन बेस आफ एक्सफ्लोरेटरी मिपारीज प्रोजेक्ट, तृतीकोरीन	
32. आईडी सं०-3/84	आदेश सं० एल-33011/6/83-डी-4 (ए) दिनांक 7-1-1984	मद्रास स्टीवीडोस एसोसिएशन, मद्रास-1	
33. आईडी सं०-4/84	आदेश सं० एल-33012/3/83-डी-4 (ए) दिनांक 10-1-1984	---यथोक्त---	
34. आईडी सं०-10/84	आदेश सं० एल-33025/3/83-डी-4 (ए) दिनांक 25-1-1984	---यथोक्त---	
35. आईडी सं०-12/84	आदेश सं० एल-43011/11/82-डी-3 (बी)/डी-2 (बी) दिनांक 1-2-1984	मद्रास एलुमिनियम कम्पनी लिमिटेड, मेदूर बांध	
36. आईडी सं०-34/78	आदेश सं० एल-12012/41/78-डी-2 (ए) दिनांक 4-10-1983	धन लक्ष्मी बैंक लि०, त्रिचुर	
37. आईडी सं०-13/84	आदेश सं० एल-42011 (22)/82-डी-2 (बी)/फूड डी-4 (बी) दिनांक 6-2-84	फूड कार्पोरेशन आफ इंडिया, मद्रास-1	
38. आईडी सं०-15/84	आदेश सं० एल-11011 (3)/82-डी-2 (बी) दिनांक 13-2-1984	एयर इंडिया, मद्रास	
39. आईडी सं०-16/84	आदेश सं० एल-42012 (31)/83-डी-2 (बी)/ डी-4 (बी) दिनांक 24-2-1984	फूड कार्पोरेशन आफ इंडिया, मद्रास	
40. आईडी सं०-17/84	आदेश सं० एल-29011/79/83-डी-3 (बी) दिनांक 25-2-1984	इंडिया सीमेंट लि० शंकरनगर तिरुनेलवेली, जिला,	
41. आईडी सं०-19/84	आदेश सं० एल-29012/57/83-डी-3 (बी) दिनांक 27-2-1984	मैसर्स विजय लक्ष्मण क्लेमाइन्स, मुलावना, पो० आफिस	
42. आईडी सं०-20/84	आदेश संख्या एल-44011/9/83-डी-4 (ए) दिनांक 28-2-1984	तृतीकोरीन पोर्ट ट्रस्ट, तृतीकोरीन	
43. आईडी सं०-24/84	आदेश सं० एल-42012(30)/83-डी-2 (बी)/फूड डी-4 (बी)/डी-5 दिनांक 14-3-1984	फूड कार्पोरेशन आफ इंडिया, मद्रास	
44. आईडी सं०-27/84	आदेश सं० एल-42012 (1)/83-डी-4 (बी) दिनांक 24-3-1984	---यथोक्त---	
45. आईडी सं०-29/84	आदेश सं० एल-29011/30/82-डी-3 (बी)/ डी-2 (बी) दिनांक 3-4-1984	मैसर्स तमिलनाडु मिनरल्स लिमिटेड, चेपक, मद्रास-5	
46. आईडी सं० 32/84	आदेश सं० एल-29012 (68)/83-डी-3 (बी) दिनांक 3-4-1984	इंडिया सीमेंट लिमिटेड पोस्ट आ० शंकर- नगर तिरुनेलवेली, जिला	
47. आईडी सं०-35/84	आदेश सं० एल-42011 (28)/83-डी-2 (बी)/ डी-4 (बी) दिनांक 3-4-1984	फूड कार्पोरेशन आफ इंडिया	

1	2	3	4
48. आईडी सं०	आदेश सं० एल-42012(37)/83-डी-(बी) डी-4 (बी) दिनांक 3-4-1984	फूड कार्पोरेशन ऑफ इण्डिया	
49. आईडी सं०-36/84	आदेश सं० एल-29011/76/83-डी-3 (बी) दिनांक 23-4-1984	इंडिया सीमेंट लि०, शंकर नगर	

[सं० एल-11025 (1) 84-डी-4 (बी)]

एम० एम० मेहता, ईएफ अधिकारी

## MINISTRY OF LABOUR AND REHABILITATION

(Department of Labour)

## ORDER

New Delhi, the 6th/12th June, 1984

S.O. 2346—Whereas the industrial dispute specified in the Schedule hereto annexed are pending before Shri T. Arulraj the Presiding Officer, Industrial Tribunal, Madras;

And Whereas the services of Shri T. Arulraj are no longer available;

Now Therefore, in exercise of the powers conferred by section 7A read with sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal, the Presiding Officer of which shall be Shri K.S. Gurumurthy with headquarters at Madras and withdraws the Proceedings in relation to the disputes pending before the said Shri T. Arulraj Presiding Officer, Industrial Tribunal, Madras and transfer the same to Shri K.S. Gurumurthy, Presiding Officer, Industrial Tribunal Madras with the direction that the said Tribunal shall proceed with the proceedings from the stage at which they are transferred to it and dispose of the same according to law.

## SCHEDULE

Sl. No.	Case No.	Number and date of the Order of the Government of India, Ministry of Labour, New Delhi.	Name of the Parties
1	2	3	4
1.	I.D.No.14/75	Order No. L-12011/14/74 LR. III, dt. 26-2-75,	Workmen and the Management of: Indian Bank, Madras.
2.	I.D. No.56/76	Order No.L-33042(2)/76 D.IV(A), dt. 27-10-76.	Madras Stevedores Association, Madras.
3.	I.D.No.70/77	Order No.L-35011/4/77-D.IV(A), dt. 2-12-77	Cochin Port Trust, Cochin.
4.	I.D.No.76/80	Order No.L-12011/64/78-D.II(A) dt. 7-10-80	Indian Overseas Bank, Madras
5.	I.D.No.16/81	Order No.L-12012/213/71 D.II(A) dt. 16-2-81. (The above dispute disposed on 1-6-82. But complaint u/s. 33(A) (C.No.1/82) filed by the workman is pending and hence transfer notification for I.D.16/81 is also necessary)	Indian Bank, Trivandrum.
6.	I.D.N:45/81	Order No.-L-33011(2)/-81-D(A) dt. 22-5-81.	Therapeutics Chemical Research Corporation, Madras.
7.	I.D.No.6/82	Order No.L-12012(327)/81-D.II(A) dt. 29-1-82	State Bank of India, Madras.
8.	I.D.No.13/82	Order No.L-29011/35/81-D.III(B) dt. 23-2-82	India Cements Ltd., Sankari West.
9.	I.D.No.16/82	Order No.L-29012(7)/81-D.III(B) dt. 27-2-82	-do-
10.	I.D.No.19/82	Order No.L-29011/40/81-D.III(B) dt. 27-2-82	-do-
11.	I.D.No.49/82	Order No.L-12012/(319)/81-D.II(A) dt. 7-82	State Bank of India, Madras-1.
12.	I.D.No.50/82	Order No.L-44012/81-D.IV(A) dt. 10-8-82	Tuticorin Port Trust, Tuticorin.
13.	I.D.No.53/82	Order No.L-17012/(20)/81-D.(A) dt. 21-7-82	United India Insurance Co Ltd., Madras-6.
14.	I.D.No.54/82	Order No.L-33012(2)/82-D.(A) dt. 21-7-82	K.P. V. Shaik Md. Rowther & Co., Madras-1.

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15. I.D.No.56/82	Order No.L-17011/8/81 D.IV(A) dt. 17-9-82	L.I.C. of India, Madras-2	
16. I.D.No 6/83	Order No L-17012/8/82-D.IV(A) dt. 1-83	L.I.C. of India, Madurai	
17. I.D.No 18/83	Order No L-33011/2/82-D.IV(A) dt. 26-2-83	Sugesan & Co P. Ltd., Madras-1	
18. I.D.No.20/83	Order No. L-12012/55/82 D.II(A) dt. 4-3-83	Syndicate Bank, Manjal	
19. I.D.No 24/83	Order No L-12012/30/82-D.II(A) dt. 17-3-83	State Bank of India, L.H.O Madras-1	
20. I.D No 35/83	Order No L-12012/300/82-D, II(A) dt, 24-5-83	-do-	
21. I.D.No 49/83	Order No L-12012/125/83-D II(A) dt. 1-8-83	South Malabar Gramin Bank Melappuram	
22. I.D.No 51/83	Order No.L-12012/318/82-D,II(A) dt. 7-83	State Bank of India Madras-1	
23. I.D.No 58/83	Order No.L-44011/3/82-D IV(A) dt. 23-8-83	Tuticorin Port Trust Tuticorin	
24. I.D.No 61/83	Order No.L-12012/17/83-D IV(A) dt. 27-8-83	Bank of Madurai Ltd., Madras-2	
25. I.D.No.62/83	Order No.L 29025/8/82-D.III(B) dt 25-8-83	The Mines Agent M/s Indian Minerals & Allied Industries, Salem-7	
26. I.D.No. 71/83	Order No. L-12012/14/83-D.IV(A) dt. 29-10-83	Bank of Cochin Ltd. Ernakulam	
27. I.D.No. 76/83	Order No.L-12012/98/83-D.II(A) dt. 17-11-83	Indian Bank Madras-1	
28. I.D.No 77/83	Order No. L-43012(16)/83-D.III(B) dt. 29-11-83	Madras Aluminium Co. Ltd, Mettur Dam	
29. I.D.No.80/83	Order No L-27012(4)/83-C.III(B) dt. 29-11-83	Dalmia Magnesite Corporation, Salem	
30. I.D.No.81/83	Order No L-27011(11)/83-D.II(B) dt. 6-12-83	Shri C. Kandar, Contractor Sri Ponkumar Magnesite mines, Salem-32	
31. I.D.No.1/84	Order No L-42011(8)/83-D II(B) dt 1-84	Tuticorin Base of Exploratory Fisheries Project, Tuticorin	
32. I.D.No. 3/84	Order No. L-33011/6/83-D.IV(A) dt. 7-1-84	Madras Stevedores Association, Madras-1.	
33. I.D.No. 4/84	Order No. L-33012/3/83-D.IV(A) dt. 10-1-84.	-do-	
34. I.D.No. 10/84	Order No.L-33025/3/83-D.IV(A) dt. 25-1-84.	-do-	
35. I.D.No. 12/84	Order No. L-43011/11/82-D.II(B)/B II(B) dt 1-2-84	Madras Aluminium Co Ltd. Mettur Dam.	
36. I.D.No. 34/78	Order No. L-12011/41/78-D,II(A) dt. 4-10-83	Dhanalaxmi Bank Ltd. Trichur.	
37. I.D.No. 13/84	Order No.L-42011(22)/82-D.II(B)/D IV(B) dt. 6-2-84	Food Corporation of India Madras-1	
38. I.D.No. 15/84	Order No.L-11011(3)/82-D.II(B) dt. 13-2-84	Air India, Madras	
39. I.D.No. 16/84	Order No.L-42012(31)/83-D.II(B)/D IV(B) dt 24-2-84	Food Corporation of India Madras	
40. I.D.No.17/84	Order No.L-29011/79/83-D.III(B) dt. 25-2-84	India Cements Ltd. Sankar nagar Tirunelveli District	
41. I.D.No. 19/84	Order No.L-29012/57/83-D.III(B) dt. 27-2-84	M/s Vijayalakshmi Clay Mines, Mulavana P.O.	
42. I.D.No. 20/84	Order No.L-44011/9/83-D.IV(A) dt 28-2-84	Tuticorin Port Trust, Tuticorin	
43. I.D.No.24/84	Order No.L-42012(30)/83-D.II(B)/D.IV(B)/D.V. dt. 14-3-84.	Food Corporation of India Madras.	

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44. I.D.No. 27/84	Order No. L-42012(1)/83-D.IV(B) dt. 24-3-84.	-do-	
45. I.D.No.29/84	Order No.L-29011/30/82-D.III(B)/D.II(B) dt. 3-4-84	M/s. Tamilnadu Minerals Ltd.	
46. I.D.No. 532/84	Order No L-29012(68)/83- D III(B) dt 3-4-84	Chepauk, Madras-5	
47. I.D.	Order No.L-42011(28)/83-D.II(B)/D.IV.(B)/dt. 3-4-84.	India Cements Ltd., P. O	
48.	Order No.L-42012(37)/83-D.II(B)/D.IV(B)/D.V.	Sankarnagar Tirunelveli	
49.	Order No. L-29011/76-/83-D.III(B) dt. 23-4-84.	District.	
		Food Corporation of India	
		-do-	
		India Cements Ltd. Sankar	
		nagar.	

[No. S-11025(1)/84-D.IV(B)]

S. S. MEHTA, Desk Officer

New Delhi, the 7th July, 1984.

S.O. 2347.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Kendra Colliery of M/s. E. C. Ltd., P.O. Pandaveswar, Distt. Burdwan and their workmen, which was received by the Central Government on the 2nd July, 1984.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD.

Reference No. 51/82

#### PRESENT :

Shri J. N. Singh,  
Presiding Officer.

#### PARTIES :

Employers in relation to the management of Kendra Colliery of M/s. Eastern Coalfields Ltd., P.O. Pandaveswar, Distt. Burdwan.

AND

Their workman

#### APPEARANCES :

For the Employers—Sri R. S. Murthy, Advocate.

For the Workman—Sri C. S. Mukherjee, Advocate.

INDUSTRY : Coal. STATE : West Bengal.

Dated, the 22nd June, 1984.

#### AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10 (1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012(26)/82-D. IV(B) dated the 28th May, 1982.

#### SCHEDULE

“Whether the action of the management of Kendra Colliery of M/s. Eastern Coalfields Ltd., under Pandaveswar Area, Post Office Pandaveswar, Distt. Burdwan not to allow Shri Nagen Dhangra, Haulage Khalasi to join his duties with effect from 12-1-75 is justified? If not, to what relief the workmen is entitled?”

2. The case of the union on behalf of the workman is that Sri Nagen Dhangra (concerned workman) was working as a Haulage Khalasi under the management and he fell sick on and from 16-1-1974 and was under the treatment of Colliery Doctor upto 26-1-1974. His sickness, however, turned out to be T.B. and he was allowed outside treatment. The concerned workman was admitted into a Sanitarium at Birbhum from 27-1-1974 to 11-1-1975 and on his recovery he approached the management on 12-1-1975 with a fitness certificate from the Sanitarium together with a medical certificate from the Colliery Doctor and filed an application for resumption of his duties.

3. It is then stated that the Sub-Area Manager Samla Group forwarded the said application together with the relevant certificates to the Area General Manager under his letter dated 16-1-1975 but it got misplaced. Thereafter the management referred the concerned workman to the Medical Board, Central Hospital, Kalla (Asansol) under letter dated 3-2-1976 and in pursuance of the directive of the Deputy Superintendent, Kalla Hospital the concerned workman appeared before the Medical Board but as the documents were misplaced by the management he could not produce the same on demand. The management, however, informed the Medical Board of the fact of misplacement of the document but no fitness certificate was granted by the Board nor the concerned workman was allowed to resume his duty. The workman filed several representations from time to time through the union but the management did not pay any heed and subsequently an industrial dispute was raised which resulted in the present Reference. It is submitted that the concerned workman should be reinstated as Haulage Khalasi with effect from 12-1-1975 with full back wages.

4. The defence of the management, however, is that there was no workman under the name Nagen Dhangra serving as Haulage Khalasi at Kendra Colliery. It is stated that from the records it has transpired that there was one Nagen Dhangra in the colliery who had been working as a general mazdoor in between March 1973 and January 1974 having C.M.P.F. Account. The management, however, pleaded their ignorance about the allegations made in para 1 to 6 of the written statement of the union regarding filing of the documents by the workman before the management, sending the workman to Kalla Hospital for Medical Board etc. It is submitted by the management that the several letters referred to in the written statement of the union are quite unknown to them and it is denied that all those letters had been issued by and on behalf of the management. According to the management none of the name of Nagen Dhangra worked as a Haulage Khalasi and it is submitted that the workman concerned who has come to make present claim is a fictitious person and the union should prove his identity.

5. In the rejoinder filed on behalf of the workman it is stated that the union do not know as to how Nagen Dhangra was designated viz. whether he was designated as a general mazdoor or as a Haulage Khalasi at the material time. But the fact remains that he was working as a Haulage Khalasi during the relevant period and the same Nagen Dhangra has raised the present dispute.

6. The point for consideration is as to whether the action of the management not to allow Sri Nagen Dhangra, haulage khalasi to join his duty with effect from 12-1-1975 is justified. If not, to what relief the workman is entitled.

7. From the pleadings of the parties it will appear that one Nagen Dhangra was working in the colliery in question in the year 1974. The case of the workman is that he was working there as a haulage khalasi but he fell ill and it was detected to be a case of T.B. and hence he was permitted for outside treatment. On the other hand the case of the management is that one Nagen Dhangra was working under the management for sometime but he was a general mazdoor and not as a haulage khalasi and that the concerned workman is trying to induct himself in his place. The management in their pleadings has not stated as to what happened to Nagen Dhangra who was working as general mazdoor there. All the papers are naturally with the management and so the management should have filed necessary documents to show whether that Nagen Dhangra was dismissed or left his service suo-moto.

8. As against this it is the definite case of the concerned workman that he was working under the present management as a haulage khalasi and that he fell sick from 16-1-1974 and remained under the treatment of Colliery Doctor till 26-1-1974 and as it was found to be a case of T.B. he was allowed outside treatment. Accordingly he went to Niramoy Sanatorium Birbhum for his treatment where he remained from 27-1-1974 till 11-1-1975 and on 12-1-1975 he appeared before the management with fitness certificate from that hospital as also the certificate from the Colliery Doctor and the management along with the application of the workman sent his two certificates to the Area General Manager for advice if he can be allowed to join. Thereafter the applicant was sent to Kalla Central Hospital, Asansol for obtaining medical fitness but the application and his certificates were misplaced during transit from the Sub-Area Manager to Area General Manager. Hence they could not be filed before the Central Hospital, Kalla and so no fitness certificate was issued and he was not allowed to join by the management. He made several representations and finally raised the present dispute.

9. In support of it the earliest document filed on behalf of the workman is copy of a letter dated 16-1-1975 sent by the Sub-Area Manager, Samla Group to Area General Manager, Area V and the subject was "joining of duties of Nagen Dhangra, H. Khalasi of Ramnagar Section of Kendra Colliery. In this letter the Sub-Area Manager reported that Nagen Dhangra, haulage khalasi of Kendra Colliery was sick from 16-1-1974 to 26-1-1974 at Colliery dispensary and he was suffering from T.B. After that he was allowed to go for better treatment to Niramoy Sanatorium, Birbhum and now he has come with a medical certificate of Dr. S. N. Ghose, Medical Officer Incharge, Niramoy Sanatorium to resume duties. It was also mentioned that the two medical certificates, one of the colliery dispensary and other from Niramoy Sanatorium and two applications are enclosed for ready reference. Thus this letter clearly indicate that the certificates and the applications were sent to the Area General Manager. The case of the workman is that these certificates and his applications were misplaced by the management. It is also in evidence of the workman that he was referred to Medical Board of Central Hospital Kalla, Asansol for his physical fitness. This fact is proved from another letter Ext. W-1 dated 12-2-1976 written by the Manager, Kendra Colliery to the Deputy Medical Superintendent, Central Hospital Kalla, Asansol. In this letter the reference of a letter dated 4-2-1976 of the Dy. Medical Superintendent has been made and he was informed that all papers regarding the T.B. case of Nagen Dhangra was forwarded by old Samla Group by letter dated 16-1-1975 to their old Area V (Bankola) for obtaining permission to resume normal duties by the employee in question. But due to creation of new area and sub-area all connected paper seemed to have been misplaced. Thus it was admitted by the management that all connected papers concerning Nagen Dhangra were misplaced. This is further corroborated from another letter Ext. W-2 dated 4-2-1976 written by Dy. Medical Superintendent, Central Hospital Kalla to the Manager, Kendra Colliery

and the subject is Medical Board for physical fitness in respect of Nagen Dhangra. The Manager was informed that the patient had not brought any paper with him and he had not brought medical certificate from the colliery dispensary, certificate from the Medical Officer, Niramoy Sanatorium and two applications and so he was directed to come with these papers on 13-2-1976. This letter thus refers to the medical certificates of the colliery dispensary as also of Niramoy Sanatorium and the two applications. The workman in his written statement as also in his evidence has clearly stated that he made over these documents to the management when he reported for duty and he was referred to Kalla Central Hospital.

10. Thus three letters are conclusive proof of the fact that the concerned workman was working under the management and after recovery he reported for duty but he was not allowed to join and was referred to Kalla Central Hospital for medical Board. The management in their written statement have not specifically denied the genuineness of these letters and it is simply stated by them in their written statement that they are not aware of these correspondence. But that is not enough. The documents of the management themselves prove the genuineness of the claim of the concerned workman.

11. The workman raised the dispute before the management by Ext. W-31 dated 2-9-1977 and before the A.L.C. by Ext. W-3 dated 8-8-1980. Ext. W-4 series are different notices issued by the A.L.C. to the management as also to the union for holding conciliation of the dispute raised by the union.

12. The only document filed on behalf of the management are two bonus registers Exts. M-1 & M-1/1. Page 67 of the bonus register M-1 relate to the bonus for the year 1973 in respect of Nagen Dhangra. Here against his designation the word "G. M." is written and on this basis it is contended that one Nagen Dhangra was working as general mazdoor and there was Nagen Dhangra as Haulage Khalasi. Page 110 of the bonus register Ext. M-1/1 for the first quarter of 1974 is in respect of Nagen Dhangra but no designation is mentioned in it. It might just be possible that in the year 1973 the concerned workman was designated as a general mazdoor but in 1974 he was working as a haulage khalasi. Ext. W-1 has described him as a haulage khalasi. Further it is a matter of common experience that in a mine though a workman has got one designation but he is required to work in another job and the designation has got no value. It might just be possible that the concerned workman though he was working as a haulage khalasi was designated as a general mazdoor. This is also the evidence of the workman himself who has stated that he was working as a haulage khalasi when he was ill. WW-3 is Sri Hiralal Roy a Mining Sirdar who has got his residence near the residence of the concerned workman. He has stated that in his shift the concerned workman worked as a haulage khalasi in the year 1973-74. He has stated that he cannot say if the designation of Nagen Dhangra was of a general mazdoor or not but there was only one person of the name of Nagen Dhangra who worked as a haulage khalasi and that Nagen Dhangra is the concerned workman himself. Similar is the evidence of WW-1 Sri Subodh Banerjee working as an Overman and he is also trade union worker. He has also stated that the concerned workman was working as a haulage khalasi.

13. As against this the management has examined MW-1 Sr. Executive Engineer who has stated that haulage khalasi and others work under him and that an unskilled worker cannot work as haulage khalasi. According to him there was no person of the name of Nagen Dhangra working as a haulage khalasi. MW-2 is the Welfare Officer who has proved the bonus registers Ext. M-1 series. It is admitted by him that full particulars regarding any workman is available in Form B register. He has also admitted that most of the columns of the bonus register Ext. M-1 and Ext. M-1/1 have not been filled up. For B register is a statutory register and it has got to be maintained in every mine.

MW-2 has stated that no Form B register was maintained in the year 1973-74 which cannot be believed. The management has not filed Form B register to show whether the name of the concerned workman appeared in it or not. The attendance register for the year 1973-74 has also not been filed. It was clearly suggested to MW-2 that though Nagen Dhangra worked as haulage khalasi but he was not regularised as such MW-2 in his cross-examination para 8 at first admitted that the name of Nagen Dhangra do not appear in Form B register which clearly meant that Form B register was available, but subsequently he changed his version and stated that no such register was maintained in the year 1973-74. It is clear that the management has purposely withheld the Form B register as also the attendance register of the relevant period.

14. It is clear from the evidence on record that the concerned workman was working as a haulage khalasi when he fell ill though his designation was that of a general mazdoor only and due to the latches of the management all his papers were lost and so he could not obtain fitness certificate from the Kalla Central Hospital. The management was responsible for loss of certificate of the concerned workman and in such circumstances the management was not justified in not allowing the concerned workman to join his duties with effect from 12-1-1975. The said action of the management must be held to be illegal.

15. The next question is regarding the relief to be granted to the concerned workman. In my opinion, the ends of justice will be met if the concerned workman is allowed to join his duty as a Haulage Khalasi within a month from the date of publication of the award. But in the circumstances of the case he will be entitled to only half the wages of Haulage Khalasi in lowest category from 12-1-1975 till the date of his joining.

16. The award is passed accordingly.

J. N. SINGH, Presiding Officer.

[No. L-19012(26)/82-D. IV(B)].

S. S. MEHTA, Desk Officer.

नई दिल्ली, 13 जून 1984

आदेश

का० आ० 2348.—केन्द्रीय सरकार की राय है कि इससे उपायध्व अनुसूची में विनिर्दिष्ट विषय के बारे में कर्मचारी राज्य बीमा निगम अहमदाबाद के प्रबंधसंघ से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है,

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 क और धारा 10 की उप धारा (1) के खड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री जी० एस० बरोत होंगे, जिनका मुख्यालय अहमदाबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या क्षेत्रीय निदेशक, कर्मचारी राज्य बीमा निगम, अहमदाबाद की अवर श्रेणी लिपिक, श्री एस० एस० गंगूली की 11-11-82 (अपराहून) से सेवा समाप्त करने की कार्यवाही न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुसूच का हकदार है?”

[सं० एल० 15012/1/84-डी० 2 (बी०)]

टी० बी० सौतारमन, अवर सचिव

## ORDER

New Delhi, the 13th June, 1984

S.O. 2348.—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of Employees State Insurance Corporation, Ahmedabad and their workmen in respect of the matter specified in the schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 47A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri G. S. Barot shall be the Presiding Officer, with headquarters at Ahmedabad and refers the said dispute for adjudication to the said Tribunal.

## SCHEDULE

“Whether the action of the Regional Director, ESIC Ahmedabad in terminating the services of Shri S. S. Ganguli LDC w.e.f. 11-11-82 (A.M.) is justified? If not, to what relief the workman is entitled?”

[No. L-15012(1)/83-D.II(B)]

T. B. SITARAMAN, Under Secy

New Delhi, the 4th July, 1984

S.O. 2349.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad in the industrial dispute between the employers in relation to the management of Gopalichuck Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 28th June, 1984.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 28/83

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Gopalichuck Colliery of M/s. Bharat Coking Coal Ltd.

AND

Their workmen

APPEARANCES :

For the Employers—Sri R. S. Muthy, Advocate.

For the Workmen—Sri Lalit Burman, Vice-President, U.C.W.U.

STATE : Bihar

INDUSTRY : Coal

Dated the 21st June, 1984

## AWARD

The Govt. of India, in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-20012/(122)/83-D.III(A) dated the 17th August, 1983.

## SCHEDULE

“Whether the demand of the United Coal Workers' Union, Dhanbad in respect of Shri Arjun Yadav and 9 other workers in the Gopalichuck Colliery of M/s. Bharat Coking Coal Ltd., Dhanbad (As per Annexure) for regularisation as permanent workmen is justified? If so, to what relief are the concerned workmen entitled?”

## Annexure

Sl No Name of the workmen

- 1 Shri Arjun Yadav
- 2 „ Sitaram Yadav
- 3 „ Birendra Yadav
- 4 Lakhan Mahato
- 5 „ Puna Mahato
- 6 „ Dwarik Rajbanshi
- 7 „ Bacchu Mahato
- 8 „ Sitaram Ram
- 9 „ Ditesh Prasad
- 10 Raju Shaw,

2 The case of the workmen concerned who are 10 in number is that they have been working as Stone/Drift cutting workers in Bahhari, Bansdeopur & Gopalchuck Collieries under Bhagaband Area No VII of M/s Bharat Coking Coal Ltd., for the last several years as a Team under the direct control and supervision of the colliery management and have been getting orders from the Manager and Agent of the Gopalchuck Colliery where they are working at present

3 It is submitted that though they are working under the management they are not being regularised in their categories nor they are being paid their wages and other benefits as are enjoyed by the regular workmen of the colliery. It is also submitted that the management instead of regularising them indulged in harassing them by various means and when they demanded regularisation they were given other types of work. It is also submitted that the Stone and Drift cutting workers fall within the prohibited categories so far as contract system is concerned and they are to be deemed as direct employees of the management

4 It is stated that they are at present employed in Gopalchuck Colliery where they are performing the work of Stone/Drift cutters and other jobs under the control of the management and the said works are of perennial nature and hence they are entitled to be regularised as Stone/Drift cutting mazdoors Category V with effect from January, 1980

5. The defence of the management is that there is no relationship of employer and employee between the concerned workmen and the management and further no demand was ever made before the management and hence the present Reference is untenable.

6 According to them the workmen concerned were originally working under one Sri A. K. Singh, contractor who was doing miscellaneous jobs in different collieries from time to time. After some time Shri Singh fled away and Sri Arjun Yadav one of the concerned workmen stepped into his shoes and started working as a contractor. It is submitted that the concerned workmen are working under Arjun Yadav a contractor who is entrusted with different jobs of cutting, cleaning, transportation etc. on the basis of work orders given to him and Arjun Yadav is paid on the bills submitted by him while the other workers have got no concern with the management. In short, the defence of the management is that Arjun Yadav is a contractor and other workmen are working under him and hence there is no relationship of employer and employee and therefore the question of regularising these workmen does not arise at all.

7 On the above ground it is prayed that the Reference be decided in favour of the management

8 The point for consideration is as to whether the demand of the concerned workmen for regularisation as permanent workmen is justified. If so to what relief are they entitled?

9 It is admitted that the concerned workmen were originally working under a contractor Sri A. K. Singh. It is also admitted that Sri A. K. Singh left the contract as also the colliery WW-1 Sri Arjun Yadav who is one of the concerned workmen has stated in his evidence that after Sri A. K. Singh left the concerned workmen were stopped work and on representation before the General Manager they were given work as Team workers and that he was the Team

leader and they all performed the job of tone cutters and other miscellaneous jobs. There is no paper to show that the General Manager ever allowed Arjun Yadav to work as a Team Leader or the concerned workmen to work as a Team. Admittedly no appointment letter was ever issued to these concerned workmen nor they received any identity card. According to the management the concerned workmen performed miscellaneous jobs including the job of stone cutting at times under the contractor Arjun Yadav and that the management has nothing to do with the other workers who are all working under Arjun Yadav. Thus according to the management Arjun Yadav became a petty contractor under the management after Sri A. K. Singh left and as he did not engage more than 20 workers the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 did not apply and no registration was necessary.

10 In support of the fact that Arjun Yadav was a contractor the management has filed 24 sets of work orders, bills and money receipts standing in the name of Arjun Yadav as contractor and have been marked Ext. M-1 series. These documents would show that the management gave work order to Arjun Yadav for doing miscellaneous jobs such as carrying lipper from surface to underground and other works for which a rate was prescribed. On the basis of said rate Arjun Yadav submitted his bill and thereafter was made through vouchers and Arjun Yadav put his signature in token of receipt of the amount. This is invariably in all the documents filed on behalf of the management in which Arjun Yadav has also been designated as a contractor. Besides this Ext. M-2 is the register of bills and work orders which shows that the work allotted to different contractors including Arjun Yadav. The work orders consist of several types of miscellaneous jobs and on the basis of these documents coupled with the evidence of MW-1 the Asstt. Surveyor the management has urged that Arjun Yadav or the concerned workmen were never under the employment of the management and so the question of regularising them does not arise at all. MW-1 has also stated that Arjun Yadav or the concerned workmen were never under the employment of the management and that Arjun Yadav was a contractor under whom the other concerned workmen worked and that their work was not supervised by any official of the management nor the officials had any control on them.

11 As against this the workmen have filed Ext. W-1 which is a representation filed by them before the Colliery Manager Bansdeopur Colliery in which it is stated that they were working in his colliery but as there was no work they had been transferred to Gopalchuck Colliery and at the request of Gopalchuck Colliery he is filing the list of the workers working under him. On this the Surveyor was directed to report and the Surveyor reported that their names appeared in Form C register. Thereafter they were asked to work on co-operative system. It is not disputed that the concerned workmen were working in Bansdeopur Colliery also but according to the management they were working under the contractor Arjun Yadav. This document, therefore, does not prove that the concerned workmen were working as an employee under the management. Ext. W-2 is another representation filed by these workmen before the General Manager, Bhagaband Area stating that the works which they were doing in Bahhari Colliery had been stopped and they have been rendered idle and hence necessary orders may be issued in their favour for allotment of work in Bahhari Colliery or other colliery where they had worked earlier. Thus this representation would also show that the concerned workmen prayed for allotment of work to them which clearly meant that they wanted allotment of work under contract. The endorsement on the back of this representation shows that these workmen were given some work in No. 10 Seam along with one Radhe Singh. This is admitted by WW-1 that for some time they had worked with the Team of Radhe Singh also. Ext. W-3 is a slip issued to the Attendance Clerk to allow works to the gang of Radhe for doing certain jobs. These are the only three documents filed by the concerned workmen but they in no way indicate that they were working under the management as their employee. The documents Ext. M series filed on behalf of the management clearly prove that Arjun Yadav one of the concerned workmen was given contract of some miscellaneous jobs and the genuineness of these documents is admitted by WW-1 himself in his evidence. All these documents bear his signature. Further Ext. M-2 the

register of bills and work orders would also indicate that there are several other contractors of the type of Arjun Yadav who are doing miscellaneous jobs in the colliery in question and on the basis of the contract the concerned workmen or the other contractors cannot claim regularisation under the management.

12. Considering the evidence on record I hold that the demand of the union in respect of the concerned workmen for regularisation as permanent workmen is not justified. In the circumstances they are not entitled to any relief.

13. The award is passed accordingly.

J. N. SINGH, Presiding Officer  
[No. L-20012(122)/83-D.III(A)]

New Delhi, the 6th July, 1984

S.O. 2350.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Jealgora Colliery of M/s. Bharat Coking Coal Ltd., Post Office Jealgora, District Dhanbad, and their workmen, which was received by the Central Government on the 2nd July, 1984.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 69 of 1981

In the matter of industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

#### PARTIES :

Employers in relation to the management of Jealgora Colliery of M/s. Bharat Coking Coal Ltd., P.O. Jealgora, District Dhanbad and their workmen.

#### APPEARANCES :

On behalf of the employers.—Shri R. S. Murthy, Advocate.

On behalf of the workmen.—Shri S. Bose, Secretary, R.C.M.S. Union.

STATE : Bihar INDUSTRY : Coal

Dhanbad, the 26th June, 1984

#### AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred on them under section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012/191/81-D.III (A), dated, the 15th October, 1981.

#### SCHEDULE

“Whether the demand of the workmen of Jealgora Colliery of Messrs Bharat Coking Coal Limited, Post Office Jealgora, District Dhanbad, that the basic wages of Shri Babujan, Bill Clerk should be fixed at Rs. 396 per month with effect from the 1st August, 1977, with all consequential benefits thereafter as per the National Coal Wage Agreement-I and II is justified? If so, to what relief is the concerned workman entitled?”

The case of the workmen is that the concerned workman Shri Babujan Mian was a permanent employee working as Bill Clerk in Clerical Grade-III. He was being paid Rs. 378 P.M. as basic pay till 31-1-1977. The concerned workman was upgraded in Clerical Grade-II w.e.f. 1-8-1977 and his basic salary was fixed at Rs. 378 per month although his basic salary should have been fixed at Rs. 396 per month. The annual increments are to be made from first of January every year and accordingly the concerned workman became entitled to a monthly basic of Rs. 448 w.e.f. first of January, 1978. After implementation of NCWA-II from January,

1979 the basic pay of the concerned workman should have been fixed at Rs. 554. The concerned workman has suffered financial loss due to the wrong fixation of his basic pay. The concerned workman himself as well as his trade union raised the issue before the management but the management did not rectify the mistake in fixing the basic salary of the concerned workman. Thereafter they represented the matter before the ALC (C), Dhanbad vide letter dated 23-3-81. The ALC (C), Dhanbad held conciliation proceeding which ended in failure and thereafter the ALC (C), Dhanbad sent the failure report to the Central Government and thereafter the present reference was made.

The concerned workman is in continuous employment in the same colliery since 1962 in Clerical Cadre and is senior to many other in the clerical cadre in the concerned area. His basic pay should have been fixed taking into account the norms laid down in NCWA-I and II respectively but the management did not explain to the workman the reason for not fixing him in the proper scale of pay according to the norms of NCWA-I and II. The action of the management is illegal and cannot be justified. It is prayed that the basic pay of the concerned workman should be fixed at Rs. 398 per month w.e.f. 1-8-1979 with consequential benefits thereafter as per NCWA-I and II.

The case of the management is that the concerned workman was previously employed in clerical grade III in Jealgora Colliery of the management. He was recategorised in clerical grade II w.e.f. 1-8-1977 along with 84 other employees in higher post depending on the nature of duties performed by them. The basic pay of the concerned workman in clerical grade II as a result of recategorisation was fixed w.e.f. 1-8-1977 at the stage of Rs. 378 in the NCWA-I pay scale of Rs. 378-18-520-24-570. The claim of the concerned workman is that the pay should have been fixed at Rs. 396 per month is misconceived and untenable. During the conciliation proceeding a claim was made on behalf of the concerned workman that he should have been placed w.e.f. 1-8-77 at the stage of Rs. 396 per month in the aforesaid pay scale by granting an extra increment by treating it as a case of promotion. It is submitted on behalf of the management that according to its policy a distinction is made between the case of employees regularised in higher posts and promoted to higher posts. Promotions are based on the recommendation of the departmental promotion committee as approved by competent authority taking into account the factors such as seniority of the employees concerned vis-a-vis other in the same grade, suitability merit etc. This procedure is not followed in the case of regularisation of employees in higher posts. Such cases of regularisation are treated as cases of appointment to such higher posts as distinct from the cases of promotion. In respect of the other 80 employees similarly regularised on the same occasion, the pay in higher posts was fixed in the same manner as was fixed in the case of the concerned workman but they did not make any demand in respect of the fixation of their pay. An employee appointed to higher post on upgradation cannot claim more than the minimum of the pay scale of their post. The contention of the management further is that the annual increment of the workers placed in a particular category or pay scale fall on the anniversary of the date of placement and not on first of January. His next increment fall due in the prescribed pay scale on 1-8-78 and the same was allowed to him. The date of increment was however, modified by NCWA-II which came into force w.e.f. 1-1-1979. In view of the above facts the case of the management is that the demand of the concerned workman that his basic should be fixed at Rs. 396 per month w.e.f. 1-8-1977 with consequential benefits as per NCWA-I and II is not at all justified.

The only question to be determined in this reference is whether the basic wage of the concerned workman should be fixed at Rs. 396 per month w.e.f. 1-8-1977 as per NCWA-I and II.

The concerned workman Babujan Mian has examined himself as WW-1 and has exhibited two documents namely Exts. W-1 and W-2 in support of his case. The management did not examine any witness. On behalf of the management two documents namely Ext. M-1 and M-2 were got exhibited in support of the case of the management.



WW-1 Shri Babujan Mian is the concerned workman. He has stated that he is working as Bill Clerk in Jealgora Colliery since 1975 and that since 1-8-77 he has been fixed in Clerical Grade-II. He has further stated that the salary fixed on 1-8-77 was less than what it should have been fixed. He has also stated that after his fixation in Clerical Grade-II, the date of his increment changed from January to July. In cross-examination he has stated that he was in Clerk Grade-III before he was fixed up in Clerk Grade-II. He has stated that at that time the pay scale of Clerk Grade-II started from Rs. 378 per month. According to him many other clerks were also regularised in Clerical Grade II along with him w.e.f. 1-8-77 and that the pay of the other clerks of Grade-II were fixed in the same manner in which his pay was fixed. He has also stated that the increment is allowed after one year of the fixation of the new grade. In view of this evidence of WW-1 himself that the increment is allowed after one year of the fixation of the new grade, it will appear that his next increment fell due on 1-8-78 and not earlier. It is stated on behalf of the management in Para-4 of the rejoinder to the W.S. of the workmen that the next increment of the concerned workman fell due on 1-8-1978 and the same was allowed to him. This statement of the management is not denied by the concerned workman. Thus the concerned workman got the next increment on the date when it fell due.

WW-1 has stated in his cross-examination that according to the rules when a clerk from Grade-III is promoted to Clerk Grade-II in the BCCL there is Departmental promotion committee for considering the promotion and that when a clerk is promoted his pay is fixed at the next higher grade. He did not know if in the case of regularisation the matter is considered by the Departmental promotion committee. He has not seen fixation chart for Clerk Grade-II and Grade-III of NCWA-II which came into force from first January, 1979. He does not know if the benefit of next higher grade which is given in the case of promotion is also given in the case of regularisation in the grade. Thus there is nothing in the evidence to show that the concerned workman was entitled to the basic pay of Rs. 396 per month, with effect from 1-8-77.

Ext. W-1 is a letter dated 17-6-80 from Shri G. D. Pandey, Secretary of the RCMS Union to the General Manager, BCCL, Bhowra Area in respect of fixation of salary of Shri Babujan Mian. It will appear from this letter that Shri Babujan Mian did not get one increment in January, 1978 and that the said increment due to him was stopped in an arbitrary manner. It appears that now the concerned workman has become aware of the correct position and as such has stated in his evidence that the increment is allowed after one year of the fixation in the new grade and as such the demand made in Ext. W-1 does not appear to be well founded. Ext. W-2 is a letter written by the workman himself on 2-2-81 to the Personnel Manager Area No. XI, Bhowra regarding the wrong fixation of salary in Clerical Grade-II. I have already referred to the evidence of WW-1 in connection with the next date of increment falling due to him and as it appears that his next increment was given after completion of one year of the fixation of his salary in the new grade, he was not entitled to the increment of his pay on first of January, 1978. The claim of the workman on behalf of the concerned workman that the basic pay should have been fixed at Rs. 396 per month w.e.f. 1-9-77 does not appear to be justified.

In view of the facts, evidence and circumstances, discussed above I hold that the demand of the workmen of Jealgora Colliery of M/s. BCC Ltd. that the basic wage of Shri Babujan Mian, Bill Clerk should be fixed at Rs. 396 per month w.e.f. 1-8-1979 is not justified. It follows therefore that the concerned workman is not entitled to any consequential benefits and is entitled to no relief.

This is my Award.

I. N. SINHA, Presiding Officer  
[No. L-20012(191)81-D.III(A)]

New Delhi, the 6th July, 1984

S.O. 2351.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government  
444 GI/84—4.

hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Bagdigi Colliery of Jayrampur Area of M/s. B.C.C.L. Post Office Lodna, District Dhanbad, and their workmen, which was received by the Central Government on the 2nd July, 1984.

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 19 of 1982

In the matter of industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

## PARTIES :

Employers in relation to the management of Bagdigi Colliery of Jayrampur Area of Messrs Bharat Coking Coal Limited, Post Office Lodna, Dist. Dhanbad and their workmen.

## APPEARANCES :

On behalf of the employers.—Shri B. Joshi, Advocate.

On behalf of the workmen.—Shri B. N. Sharma, Joint General Secretary, Janta Mazdoor Sangh.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the 27th June, 1984

## AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred on them under section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No L-20012(362)/81-D.III (A), dated, the 15th February, 1982

## SCHEDULE

“Whether the demand of the workmen of Bagdigi Colliery of Jayrampur Area of Messrs Bharat Coking Coal Limited, Post Office Lodna District Dhanbad that Shri Baban Singh, Onsetter/Banksman should be regularised on the post of Pit Sarkar in Clerical Grade-III is justified? If so, to what relief is the workman entitled?”

The case of the workmen is that the concerned workman Shri Baban Singh was working in Messrs Bharat Coking Coal Ltd. Bagdigi Colliery since a period of about 30 years and he was designated as a Banksman/Onsetter. The said designation was not correct as the nature of work entrusted to him was quite different. The concerned workman was working independently as a Pit Sarkar which is the job of Clerical Grade-III for the last 8 years and his designation of Pit Sarkar ought to have been changed long ago but his fictitious designation of Banksman/Onsetter still continues. The management has been ignoring actual job performance of the concerned workman and has been wrongly paying him wages of Category-IV with wrong designation of onsetter/banksman although he is not performing the job of onsetter/banksman since last 8 years. The concerned workman should be properly designated as Pit Sarkar and should be paid grade of pit sarkar in Clerical Grade-III, in view of the actual job performed by him.

The workmen represented by Janta Mazdoor Sangh raised an industrial dispute with the management of M/s. Bharat Coking Coal for changing the designation of the concerned workman as Pit Sarkar in Clerical Grade-III. The dispute was taken up and discussed on various level but the efforts for mutual settlement of the dispute failed. An Industrial Dispute was raised before the ALC(C), Dhanbad III and the matter was taken up for conciliation. The ALC (C), Dhanbad-III failed to conciliate the dispute and as such he submitted a failure report to the Secretary, Government of India, Ministry of Labour, New Delhi. It was specifically contended during the conciliation proceeding by the union that as the concerned workman was working as a Pit Sarkar independently for a long period, he should be placed in Clerical Grade-III with his designation as a Pit Sarkar. Thereafter the dispute was referred to this Tribunal for adjudication.

The case of the management is that the concerned workman has been along performing the duties of Banksman/Onsetter w.e.f. 18-9-69 at Bagdigi Colliery as prescribed in the Coal Mines Regulation, 1957. The said Bagdigi Colliery was nationalised w.e.f. 1-5-72 and came under the ownership and possession of M/s. Bharat Coking Coal Ltd. The designation given to the concerned workman was real and not artificial. He is actually performing the statutory duties as specified for Banksman/Onsetter. In all the pits of the Colliery where winding engine operators, one workman designated as Banksman is deputed at the pit top and another workman designated as onsetter is deputed at the pit bottom to give signal for the control and operation of the winding engine, cages and all other appliances installed at the pit top and pit bottom. Where pit operates round the clock one set of banksman and onsetter is deployed in each shift of 8 hours duration. The concerned colliery works round the clock and Banksman/Onsetter are deployed shift-wise. The management has created a post of Pit Sarkar in Clerical Grade-III for the purpose of the maintenance of accounts of all three shifts for all the pits of the Colliery relating to Banksman/Onsetter. The duties of the Pit Sarkar are to properly deploy all the Banksman and Onsetter in different pits in different shifts and to ensure that all the Banksman/Onsetter on the rolls are given leave/sick leave etc. in such a manner that there are substitutes available and no Pit stops operating in any shift. The duties of a Pit Sarkar are various in nature and the management has already designated a workman as Pit Sarkar in Bagdigi Colliery and there is no further need of any other Pit Sarkar in the said Colliery. The Union cannot demand for deployment of one Pit Sarkar in each shift as the management does not require Pit Sarkar in each shift. There are sufficient number of supervisory staff, mines officials in each shift authorised to employ substitute as and when required. Shri Singh did not ever work independently as Pit Sarkar or under the guidance of any other person. As he did not work at Pit Sarkar there is no question of changing his designation to that of Pit Sarkar. The concerned workman has been correctly receiving the wages of Category IV according to his designation and performance of his job. The present demand of the union is illegal and unjustified.

The question to be determined in this reference are whether the concerned workman is regularly working as Pit Sarkar and whether he should be regularised on the post of Pit Sarkar in Clerical Grade-III.

The concerned workman Shri Baban Singh has examined himself as WW-1 and has got 3 documents exhibited in support of his case. The management has examined one witness who is Sri T. K. Bandopdhayya, Asstt. Manager in Bagdigi Colliery.

It will appear from the W.S. filed on behalf of the concerned workman that he was actually working as Pit Sarkar but was designated as Banksman/Onsetter in Category IV. WW-1 Baban Singh has stated that he is designated as Banksman but he is actually working as Pit Sarkar in the Engineering department of Bagdigi Colliery since about 8 years. He has further stated that he had got the difference of wages of Pit Sarkar in the past but since one and half month he is not getting the difference of wages of Pit Sarkar. He has stated that his work as Pit Sarkar is the job distribution of the workers and when there is shortage of workers in any particular branch he arranges for workmen from the other shift. He has also stated about the duties of a Banksman and has stated that the work of Banksman is to give signal to the Cageman. He has further stated that the union had raised his dispute before the Agent of the management who gave assurance that his designation will be changed according to the work performed by him but the Agent did not give the proper designation and thereafter the union took up the matter before the General Manager, Joyrampur, Lodna Area, but the General Manager also did not give proper designation. He has stated that the matter was taken up before the Director of Personnel but no relief was given to him. He has stated that the management did not give any reply to his applications Exts. W-1 and W-2. It will appear from his cross-examination that there is one Shri Satyanarain Pandey who is working as Pit Sarkar. He has stated that Pit Sarkar maintains the attendance register. He has admitted that he cannot read and write properly. According to him he has to issue Overtime slips but has denied that slip has to be issued for

appointing a substitute in place of an absent worker. It appears that WW-1 cannot read and write properly. He could not properly function as Pit Sarkar as it was not possible for him to issue Overtime slip and slip for appointing a substitute in place of an absent workman. He has admitted that no appointment letter had been issued to him for working on the post of Pit Sarkar. He has denied that he was temporarily employed to work as Pit Sarkar in absence of Shri Satyanarain Pandey and that when he had worked temporarily as Pit Sarkar in the absence of Satya Narain Pandey, he had been paid the difference of wages for the said period. The case of the management appears from the suggestion made to this witness that this witness had worked temporarily as Pit Sarkar in the absence of permanent Pit Sarkar Shri Satyanarain Pandey. In this connection the workmen's own document Ext. W-1, W-2 and W-3 is of importance for the purpose of deciding the matter in reference. Ext. W-1 is a letter written by the concerned workmen to the Manager Bagdigi Colliery for his regularisation as Pit Sarkar. It is stated in this petition that he is working as Pit Sarkar since last three years in night shift and requested to be regularised as Pit Sarkar. The said letter was received by the Manager of Bagdigi Colliery on 20-1-81 and it is noted that his case should be considered sympathetically as his work has been excellent. Ext. W-2 is another letter from the concerned workman to the Superintendent of Bagdigi Colliery. It will appear from this letter that the concerned workman requested the management for changing his designation as Assistant Pit Sarkar as he was looking the work of Pit Sarkar whenever the Pit Sarkar used to go on leave. It is clear from this Ext. W-2 that the concerned workman had worked as Pit Sarkar whenever the permanent Pit Sarkar had gone on leave. It further appears that the concerned workman was conscious of the fact that there can be only one Pit Sarkar in the Colliery and as such his prayer was for designating him as Asstt. Pit Sarkar although there is no such post. There is a note on this letter which shows that the management had agreed to allow him to officiate when the Pit Sarkar was on leave or sick but the management refused to designate him as Pit Sarkar so long as the permanent Pit Sarkar was in service. Ext. W-3 is the record of notes of discussion held between the management and the union represented by the Janta Mazdoor Sangh on 7-3-79 in respect of demand relating to Bagdigi and other Collieries. It will appear from item No. 8 of the demand raised in respect of Bagdigi Colliery that the Union demanded regularisation of Shri Baban Singh as relieving Pit Sarkar or as Asstt. Pit Sarkar and the decision was that the commitment was being honoured and the concerned workman was given to work during leave/sick vacancy of Pit Sarkar as and when required. On reference to the above three documents exhibited on behalf of the concerned workmen it will appear that the concerned workman never worked regularly as Pit Sarkar and that he had worked as Pit Sarkar occasionally when the permanent Pit Sarkar used to go on leave.

MW-1 Shri T. K. Bandopdhayya is an Asstt. Manager in Bagdigi Colliery under whom the concerned workman is working as Onsetter/Banksman. He has stated there is no post of Pit Sarkar in any colliery except Bagdigi and that Shri Satyanarain Pandey is working as Pit Sarkar in Bagdigi Colliery since before the take over of the colliery and as such he was allowed to continue as Pit Sarkar. He has further stated that the concerned workman did not work as Pit Sarkar but he used to mark attendance of Banksman/Onsetter and forwarded the attendance of those people to the manager. He has also stated that the job of Pit Sarkar of Bagdigi Colliery is superfluous and there is no circular of keeping a post of Pit Sarkar in the Colliery. According to him the Asstt. Manager or Supervisory staff of the colliery look after the work of Onsetter/Banksman in other collieries. It will appear from his evidence, therefore, that except in Bagdigi Colliery there is no post of Pit Sarkar in other collieries. From all the evidence on the record it appears that unless Shri Satyanarain Pandey, Pit Sarkar retires, there is no post of a Pit Sarkar in which the concerned workman could be placed. He has only worked temporarily as Pit Sarkar in the absence of permanent Pit Sarkar and that cannot give him a right to claim to be designated as Pit Sarkar in Category-III. There is no post of Asstt. Pit Sarkar and as such this Tribunal cannot ask the management to create a post of Asstt. Pit Sarkar for posting of the concerned workman. The concerned workman has stated that he had got the difference of wages when he

worked as Pit Sarkar. The concerned workman stated that he did not get the difference of wages of a Pit Sarkar for one and half month but no evidence has been adduced on behalf of the concerned workman to show that he was working as a Pit Sarkar during the said period of one and half month.

Taking the entire facts, evidence and circumstances of the case into consideration, I hold that the demand of the workmen of Bagdigi Colliery of Joyrampur Area of M/s. Bharat Coking Coal Ltd. that the concerned workman should be regularised on the post of Pit Sarkar in Clerical Grade-III is not justified and accordingly he is not entitled to any relief.

This is my Award.

I. N. SINHA, Presiding Officer  
[No. L-20012(362)/81-D.III (A)]

S.O. 2352.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Chasnalla Colliery of M/s. Indian Iron and Steel Company Limited, Post Office Chasnalla, District Dhanbad and their workmen, which was received by the Central Government on the 28th June, 1984.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD**

Reference No. 107 of 1982

In the matter of an industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

**PARTIES :**

Employers in relation to the management of Chasnalla Colliery of Messrs Indian Iron and Steel Company Limited, Post Office Chasnalla, District Dhanbad.

**APPEARANCES :**

On behalf of the employers—Shri R. S. Murthy, Advocate.

On behalf of the workmen—Shri B. N. Sharma, Joint General Secretary, Janta Mazdoor Sangh.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the 25th June, 1984

**AWARD**

The Government of India in the Ministry of Labour, in exercise of the powers conferred on them under section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012(156)/82-D.III (A), dated, the 18th September, 1982.

**SCHEDULE**

“Whether the action of the management of Chasnalla Colliery of Messrs Indian Iron and Steel Company Limited, Post Office Chasnalla District Dhanbad in not designating as Scraper/Slusher/Dragline Khalasi and placing in Cat. IV Sarvashri Rabindra Singh, Rajendra Thakur, Md. Razaulla, Sheokumar Singh, Bijay Shankar and Abas Ansari as per nature of jobs performed by them is justified? If not to what relief are the said workmen entitled and from what date?”

The case of the management is that the concerned workmen are working in the Sand plant. The sand plant is operated for the purpose of storing sand in stowing under mines. The said plant is on the surface where the concerned workmen work. The stowing goes inside the mines underground where the services of the concerned workmen are not required. The job of the concerned workmen is simply to feed sand to the conveyor belt for transporting the sand through the belt of a particular bunker and maximum hauling per hour does not exceed 30 M.T. The concerned workmen are not to attend any break down or for operating any machinery. There are lot of technical personnel in the shape of mechanical/electrical fitters in the sand plant to attend to the break down and day to day repair jobs. The jobs performed by the concerned workmen are entirely different from the jobs performed by the scraper/slusher/dragline khalasi operators whose job description are

given in the Coal Wage Board Recommendation in Cat. IV (skilled junior). None of the concerned workmen do any work even remotely connected with or similar to the job description as given in respect of scraper/slusher/drag line khalasi and as such the concerned workmen have correctly been placed in Cat. III as belt feeder operators as per job performed by them. They do not shoulder any higher responsibilities in comparison to other Cat. III workers. Their main job is to feed the conveyor belt through opening or closing valves of chutes where sand is already stored. In the adjoining Sudamdih Colliery of BCCL similar type of operation is carried on where the sand plant operators are placed in Cat. III. The workmen themselves had stated in their representation addressed to the Chief Executive (C) of the management that they were working as belt feeder operator and their demand was for promotion to Cat. IV. They did not state in the representation that they were working as scraper/slusher/drag line khalasi. The management does not have any scraper/slusher/drag line in their sand plant in Chasnalla as such there is no question of the concerned workmen operating any such machine. The job of the concerned workmen is identical to that of sand mixing chamber khalasi who are placed in Cat. II of the Coal Wage Board Recommendation. The concerned workmen are rather placed in the higher category III although they should have been allowed Cat. II only according to the job being performed by them. The JBCCI had not taken any decision that workers such as the concerned workmen in this case should be placed in one Cat. higher than and as such there was no question of the management in not implementing the decision of the JBCCI. On the above facts it is submitted on behalf of the management that their action is perfectly justified and that the concerned workmen have been properly categorised in Cat. III having regard to the nature of job actually performed by them.

The case of the concerned workmen is that they are working in permanent post with superfluous designation of belt feeder operator in Chasnalla Sand plant section by ignoring the duties and responsibilities and actual job performed by them. They have been arbitrarily placed in Cat. III. The cadre scheme for upgradation to higher categories of all kinds of operators wrongly designated as khalasis came into existence and percolated from NCWA-II applicable to the Coal Mines Industries and this beneficial scheme was evolved and passed by JBCCI before October, 1980 and BCCL has implemented it but the management of IISCO, whose representative was also a member did not issue any circular for upgrading one category higher. The concerned workmen represented by Janta Mazdoor Sangh raised an Industrial Dispute for their upgradation with the employer by letter dated 26-10-80 which was duly received by the management. The said demand was not conceded. Thereafter they raised an Industrial Dispute with the ALC(C) Dhanbad vide their letter dated 11-12-80 sent by the Joint General Secretary, Janta Mazdoor Sangh giving details about the job performance and responsibilities of the concerned workmen with a prayer for their upgradation to one category higher than their existing category. The conciliation failed and thereafter the present reference was made. The concerned workmen are lawfully entitled to be placed one category higher than their existing category in view of the job performance and technical skill. On the above facts the concerned workmen have prayed for upgradation of one higher category than their existing category III w.e.f. 1-1-79 with payment of difference in wages.

The only question to be determined in this case is whether the concerned workmen deserve to be designated as scraper/slusher/drag line khalasi and placed in Cat. IV as per nature of job performed by them.

Admittedly the concerned workmen are designated as belt feeder operator in Cat. III. There is no designation of belt feeder operator in the Wage Board Recommendation. As such the category of the concerned workmen can be decided only on the basis of the job actually being performed by them. The case of the concerned workmen is that they are operating on the machine known as scraper/slusher/drag line through which sand is transported in Chasnalla mine. If the concerned workmen are actually operating scraper/slusher/drag line machines then it will not be

difficult to fix their category in as much as the workmen who drives the machine which hauls the sand scraper/slusher/drag line, collecting sand for stowing purpose are designated as scraper/slusher/drag line khalasi in Cat. III (vide Sl. No. 8 at page-45 of the Wage Board recommendation Vol. II) and also in Cat. IV (skilled junior in Sl. No. 8 at page-47 of the Wage Board recommendation Vol. II). The difference of Cat. III and IV in respect of scraper/slusher/drag line khalasi is in the effect that when the duties include paying attention to signals, periodic necessary cleaning and lubrication, the workman is placed in Cat. IV and if this part of job is not entrusted for performance to the scraper/slusher/drag line khalasi he is placed in CAT. III. The concerned workmen, therefore, have to establish that they drive the machine which hauls sand scraper/slusher/drag line which collects sand for the stowing purpose and also that they are paying attention to the signals and periodic and necessary cleaning and lubrication of the machines being worked by him. We have, therefore, to look into the evidence of the witnesses to find out as to what type of job are being performed by them. WW-1 Shri Rabindra Prasad is one of the concerned workmen. He has stated that the other concerned workmen are doing the same job which he is performing. He further states that the concerned workmen check the belt feeder machine which is fitted with gear box and motor and they operate the said machine and also maintain and repair it. He has stated that they do all type of jobs relating to sand stowing and also note the reading of the sand despatched by them. In respect of their job performance this witness has further stated that the concerned workmen are operating on the machine known as scraper/slusher/drag line through which sand is transported in the mines. WW-2 who is working as conveyor attendance in Chasnalla has stated that he has seen the work of the concerned workmen from the place of his working. He has stated that the concerned workmen work in sand plant department and operate motor gear box and speed variator and also operate scraper/slusher/drag line machines which they also repair. From the cross-examination of WW-1 it will appear that they are designated as belt feeder operator and work according to their designation. His evidence in cross-examination shows that sand is brought from the river for stowing in the bunker which is at a distance of 1 km. from the river from where the sand is stored. Their work is below the bunker and conveyor belt is operated below the bunker where sand is sent through the conveyor belt. He has further stated that there is valve through which sand falls from the bunker on the conveyor belt and the concerned workmen have to operate the said valve. Although in the examination in Chief he has stated that they check belt feeder machine which is fitted with gear box and machine but in cross-examination WW-1 has stated that there is no machine named as belt feeder machine. Thus it will appear from the cross-examination of WW-1 that the concerned workmen operate the valve through which sand falls from the bunkers in the conveyor belt and the said work is done by them below the bunker at a distance of 1 km from the river. It is clear, therefore, that they are working on the surface. He has further stated in his cross-examination that there are electricians and fitters in the colliery for repair the machine. WW-1 has stated that the repairs are done by electrician and mechanics. It will appear from the evidence of WW-1 himself that scraper/slusher and drag line remove and extract the sand from the river which are stationery machines. Thus it is clear that the machines are known as scraper/slusher and drag line and these stationery machines are installed near the river to remove and extract the sand. The concerned workmen being surface workers working at a distance of 1 K.M. from the river, therefore, do not appear to operate the scraper/slusher, drag line machines stationed near the river Damodar. WW-2 has not ever worked as belt feeder operator. He has stated that the work of belt feeder operator is also to open and close the valve. He has stated that when the valve is opened the sand falls on the belts of the conveyor and thereafter the sand is carried on the conveyor inside the mines. He has also stated that there are fitter, electrician and mechanics to repair machines at Chasnalla Colliery to attend the major break down. Thus the evidence of WW-1 shows that the concerned workmen do not work on the machine known as Scraper/slusher/drag

line as they are surface workers working below the bunker which at a distance of 1 K.M. from river Damodar where according to WW-1 those stationery machines are located

The only witness examined on behalf of the management is Group Engineer of Chasnalla Colliery. He has stated that the concerned workmen are operating valves and reclaiming bunkers. He has also in short stated about the function of the valve. He has stated that when the concerned workmen open the valve sand falls on the conveyor belt and the conveyor belt take the sand to another bunker and that the valve is closed when the bunker is not in operation. He has stated that it is a semi-skilled job. He has denied that the concerned workmen are operating scraper/slusher drag line. According to him the management does not have any such machine at Chasnalla Colliery. He has stated that such machine work in the river bank for extracting sand. The concerned workmen work on the surface. According to him there can be no comparison of job done by the concerned, workmen and the operators of scraper/slusher/drag line. According to him the management workmen is comparable and identical to that of sand mixing chamber khalasies of Cat. II. He has denied that JBCCI has decided that all type of operators should be placed in Category-IV. In the cross-examination also he has stated about the specific job which is performed by the concerned workmen. He has stated that when the sand is brought to the bunker which is put on the conveyor belt and for this purpose there is a valve which is opened by these concerned workmen by operating manually a wheel which opens the valve and that it is not actually machine but a device which is manually operated. He has stated that the conveyor belt is a centralised mechanical operation and that record of sand stowing is maintained in the Colliery. He has further stated that the concerned workmen do not operate the conveyor belt. It will thus appear from the evidence of WW-1 that there is no scraper/slusher/drag line presently being worked at Chasnalla. Even if such machines were in operations they would have been installed near the river from where sand is extracted and sent for stowing in the mines. Admittedly, the concerned workmen were working on the surface at a distance from the river and as such it is clear that the concerned workmen were not operating scraper/slusher/drag line. It is nobody's case that the scraper, slusher, drag line are installed near the bunker. Considering the evidence of the witnesses, I am of the opinion that the concerned workmen do not operate scraper/slusher/drag line.

Now we have to see as to what type of job is actually to be performed by the concerned workmen. The evidence of WW-1 clearly shows that the concerned workmen open the valve by operating manually the wheel which opens the valve and thereafter the sand falls on the conveyor belt and sand is taken on the conveyor belt to another bunker. WW-1 and WW-2 also stated that the concerned workmen open and close the valve and that when the valve is opened the sand falls on the belt of the conveyor and thereafter the sand is carried on the conveyor inside the mine. WW-1 and WW-2 both in their examination-in-chief have stated that the concerned workmen operate belt feeder machine and allied machines but in the cross-examination WW-1 has clearly stated that there is no machine as belt feeder machine. Thus it appears that the concerned workmen are operating only the valve which is manually operated. The facts stated in the evidence of the witnesses examined on behalf of the concerned workmen in respect of their job performance has not been stated in their W.S. In view of the evidence discussed above I hold that the concerned workmen are operating the valve manually and that they are not required to repair the same.

It will appear from Ext. M-1 which is a letter addressed by the concerned workmen to the Chief Executive (C) M/s. IISCO, Chasnalla Colliery for changing the designation from belt feeder operator. It will appear from Ext. M-1 that they had applied for promotion from Cat. III on the ground that there is a procedure under rules of Wage Board that all types of operators will firstly be appointed in Cat. IV. There is no mention in this petition that they are doing the

jobs similar to that of scraper/slusher/drag line khalasi. They were claiming Cat. IV on the basis of Wage Board Recommendation. On perusal of the Wage Board recommendation it will appear that there is no provision that all type of operators will be firstly appointed in Cat. IV. The Wage Board Recommendation have given the job description to each category of work and they have been categorised in accordance with the job performance. If the concerned workmen were in fact working the machines known as scraper/slusher/drag line they would have stated before the management in Ext. M-1 that they are working on those machines and as such they are entitled to Cat. IV in accordance with the job performance given in the Wage Board but the same has not been stated which also weakens the present case of the concerned workmen.

Ext. M-2 dated 20-8-82 is a letter from the Joint General Secretary, Janta Mazdoor Sangh to Shri R. K. Prasad, A.D.M. The Indian Iron and Steel Co. Ltd., Chasnalla colliery regarding the upgradation of the concerned workmen in Cat. IV. Here also the request was for their upgradation to Cat. IV. It is not disclosed as to what job was actually being performed by the concerned workmen so as to promote them in Cat. IV. Ext. M-3 dated 6-12-80 is a letter of the Joint General Secretary of Janta Mazdoor Sangh to the ALC(C) Dhanbad raising Industrial Dispute for fixation of correct category of the concerned workmen. It is stated that the concerned workmen have been wrongly categorised and placed in Cat. III and that the assessment of their duties, responsibilities and experience and technical skill has not been correctly made. In this letter also it has not been stated specifically as to what is the job performance of the concerned workmen. Thus it will not appear from any of the above letters by which a claim was made on behalf of the concerned workmen for Cat. IV that the job being performed by them was of such description which place them in Cat. IV of the Wage Board Recommendations.

In view of the facts, evidence discussed above I hold that the action of the management of Chasnalla Colliery of M/s. Indian Iron & Steel Co. Ltd., in not designating the concerned workmen as scraper/slusher/drag line khalasi and placing them in Cat. IV as per nature of job performed by them is justified and that the concerned workmen are not entitled to any relief.

This is my Award

I. N. SINHA, Presiding Officer  
[No. L-20012(156)/82-D.III(A)]

S.O. 2353.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad in the Industrial dispute between the employers in relation to the management of Barora Colliery in Area No. 1 of M/s. Bharat Coking Coal Ltd., Post Office Nawagarh, District Dhanbad, and their workmen, which was received by the Central Government on the 29th June, 1984.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 20 of 1983.

#### PARTIES :

Employers in relation to the management of Barora Colliery in Area No. 1 of Messrs Bharat Coking Coal Limited, Post Office Nawagarh, District Dhanbad.

AND

Their workmen.

#### PRESENT :

Mr. Justice Manoranjan Prasad (Retd), Presiding Officer.

#### APPEARANCES :

For the Management . —Shri B. Joshi, Advocate.  
For the Workmen : Shri B. K. Ghose, Member, Executive Committee, Janta Mazdoor Sangh.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 25th June, 1984

#### AWARD

By order No. L-20012/12/371/82-D.III(A), dated, the 24/31st March, 1983, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication :—

“Whether the demand of the workmen of Barora Colliery in Area No. 1 of Messrs Bharat Coking Coal Limited, Post Office Nawagarh, District Dhanbad for excavation group-B to Shri Jagdish Rawani, Pay Loader Operator, is justified ? If so to what relief is the said workman entitled and from what date ?”

2. The case of the concerned workman Shri Jagdish Rawani is that originally he was a Truck Driver in category-V. Subsequently he was posted at Barora Colliery as a Pay Loader Operator by office order dated 12-8-1979 (Ext. W-1) issued by the General Manager, Barora Area. As per office order dated 27-8-1979 (Ext. W-2) of the Superintendent, Barora Colliery, he was ordered to take training as Pay Loader Training Operator for 10 days and then to assume charge of Shift Operator. As an interim measure, for working as Pay Loader Operator he was allowed by office order dated 24/26-2-1980 (Ext. W-3) of the Manager, Barora colliery the difference between the daily wages of pay loader operator in excavation Grade-B and the daily wages of Driver in category-V which post he was substantively holding. The above office order was implemented and he got the difference of wages as aforesaid. Thereafter he as well as the sponsoring union represented to the management for change of his designation from Truck Driver to Pay Loader Operator and scale of wages as per job of loader operator as by receiving only difference of wages he was to lose the consequential benefits of a proper scale viz. annual increment etc., which was, however, not done by the management. Subsequently, a dispute was raised by the union before the Assistant Labour Commissioner (C), Dhanbad, by letter dated 14/6/7-7-1982 demanding the relief of proper designation and Grade as per job, annual increments and such other benefits as may be deemed fit ; but the conciliation proceeding ended in failure on 6-9-1982. During the pendency of the above dispute before the Assistant Labour Commissioner (C), Dhanbad, the Agent, Barora Colliery issued office order dated 25/7/2-8-1982 (Ext. W-4) fixing his pay in excavation Grade-E with retrospective effect from 28-2-1980 and by another letter dated 25/7/2-8-1982 (Ext. W-5) the Agent, Barora colliery, directed the bill clerk to deduct in 20 instalments, the amount of excess payments made to him as per letter dated 24/26-2-1980 (Ext. W-3) by which he was allowed the difference between the wages of excavation pay loader operator of Grade-B and his own wages as a driver in Cat. V. His contention is that this amounted to his illegal reversion from higher excavation Grade-B to a lower excavation Grade-E. His demand is that he should be regularised as pay loader operator in excavation Grade-B scale of wages and the action of the management in withdrawing the management's order dated 24/26-2-1980 (Ext. W-3) by which he was given the difference between the wages of Grade-B and his own wages as a Truck Driver in Cat. V be held to be unjustified.

3. The case of the management, on the other hand, is that the Pay Loader Operators are placed in excavation Grades B, C, D and E according to the norms prescribed by the JBCCI. Initially Grade-E is given to Pay Loader Operators at the initial stage of their appointments. After 2 years experience and possessing necessary certificates, Grade-E Pay Loader Operator is promoted to Grade-D provided his performance is satisfactory and he is able to operate bigger Pay Loaders. Similarly, a Pay Loader

Operator in Grade-D is considered for promotion to Grade-C provided he fulfils the norms laid down by the JBCCI after completion of 3 years experience as Grade-D Operator. A Pay Loader Operator in Grade-C is promoted to Grade-B according to the norms specified by the JBCCI. The concerned workman, Sri Jagdish Rawani, was a Truck Driver and was in category V according to the job description contained in the Central Coal Wage Board recommendations read with NCWA-I and II. He applied for giving him a chance to work as Pay Loader Operator and on his option he was given elementary training for 10 days and was posted as Pay Loader Operator (T) with effect from 6-9-1979. According to the JBCCI recommendation he was entitled to Grade-E. At the initial period, before his fixation in Grade-E in accordance with the procedure, he was to receive the difference of wages of Pay Loader Operator and Cat. V. It subsequently transpired that he managed to take the difference of wages between the Grade-B and Category V during that period. As soon as the matter was detected by senior officers of the management when the file went to them for scrutiny and some complaints were received regarding the irregularity, the management had to take steps to rectify the mistake and instructions were issued to realise the excess amount paid to him. He was not entitled to be placed in Grade-B and he can not demand for his placement in Grade-B taking advantage of his own manipulations and the mistakes committed by the staff and the officials at the colliery level. The Manager was not empowered to pay wages of the highest Grade-B to a beginner Pay Loader Operator in violation of the JBCCI circular and management's instructions and it appears that the Manager sanctioned the payment without obtaining approval of the competent authority as a stop-gap arrangement as he was not aware of the rules applicable to the case. On these grounds the contention of the management that the demand of the union for placement of the concerned workman directly in the highest Grade-B is without any basis and contrary to the JBCCI circular which is binding on the union being a party to the NCWA-II and JBCCI. According to the management, therefore, the concerned workman is not entitled to any relief.

4. On behalf of the concerned workmen the lone witness examined is the concerned workman Jagdish Rawani, (WW-1) himself. On behalf of the management no witness has been examined. Some documents have, however, been exhibited on either side.

5. The concerned workman Jagdish Rawani (WW-1) has deposed that he was working as a Truck Driver in Barora Colliery since 1974 or 1975 and before that he was working there as a Khalasi since before the nationalisation of the colliery from the time of the erstwhile owner of the colliery and he continued to work as a Truck Driver from 1974 or 1975 till August, 1979 whereafter he was given training of Pay Loader Operator for 10 days, and, after completion of his aforesaid training, directed by the management to operate Pay Loader and thereafter he started working as Pay Loader Operator and he is still doing that work. He has further deposed that as a Truck Driver he was in category V and after he was appointed as Pay Loader Operator after completion of his aforesaid 10 days training he was paid; besides his wages as Truck Driver in category V, the difference between the wages of Pay Loader Operator Grade-I of Group-B and the wages of Truck Driver in Cat. V and this he continued to get till some time in July or August, 1982 when the management issued a letter to him fixing him in Grade-E and directing him to refund the excess wages drawn by him on the basis of Grade-B. In his cross-examination he has stated that his designation is still Truck Driver and he has not as yet being confirmed as a Pay Loader Operator in any Grade.

6. Ext. M-1 is a copy of the circular containing the recommendations of the JBCCI from which it will appear that Pay Loader Operators of Grade-I have been placed in Group-B, Pay Loader Operators of Grade-II have been placed in Group-C and Pay Loader Operators of Grade-III have been placed in Group-D. In the said recommendations there is also Group-E and Group-F but no Pay Loader Operator has been placed either in Group-E or in Group-F. Thus the Pay Loader Operators have been placed only in Group-B, Group-C and Group-D, Group B being the

highest Group and Group-D being the lowest Group and Group-C being a Group in between Group-B and Group-D. During the course of arguments I have been informed at the Bar that Grade-B and Grade-E referred to by the parties in their pleadings are the same thing as Group-B and Group-E of JBCCI circular (Ext. M-1) which have been referred to in N.C.W.A-II, which was applicable during the relevant period, as category-B and category-E for daily rated excavation workers. The concerned workman who was admittedly formerly working as a Truck Driver in Cat. V as a daily rated worker in the scale of Rs. 19.50-0.12-28.14 and who had after receiving only 10 days training as Pay Loader Operator had joined as a Pay Loader Operator and was just a beginner in the job could not possibly have been given the highest Group-B under JBCCI which is meant for Pay Loader Operator of Grade-I have category-B pay scale of Rs. 25.45-1.30-41.05 under NCWA-II and hence the office order dated 24/26-2-1980 (Ext. W-3) issued by the Manager, Barora colliery sanctioning to the concerned workmen payment of difference between the wages of Pay Loader Operator in excavation Cat. B and wages of Truck Driver in category V in addition to his wages as Truck Driver in category V was wholly unjustified and un-called for and it was rightly withdrawn by the Agent, Barora Colliery, by his letter dated 25.7/2-8-1982 (Ext. W-5) but the office order dated 25.7/2-8-1982 (Ext. W-4) of the Agent, Barora colliery fixing the wages of the concerned workmen in Grade-E having excavation category-E scale of wages of Rs. 17.20-0.48-22.96 under N.C.W.A-II appears to be unjustified for two reasons. Firstly, in the JBCCI recommendations (Ext. M-1) no Pay Loader Operator has been placed in Group-E, the lowest Group of Pay Loader Operator being Group-D and the highest Group being Group-B, with Group-C in-between the two. Secondly, the concerned workman as a Truck Driver was already in Cat. V the wage scale of which is Rs. 19.50-0.72-28.14 which is higher than the wage scale of excavation workers in Cat. E which is Rs. 17.20-0.48-22.96 under N.C.W.A-II, and hence the concerned workman who was already in category V as a Truck Driver could not have been placed in a lower category-E, and, in all fairness he should have been given at least category-D having wage scale of Rs. 20.90-0.83-30.86 which is the lowest category meant for excavation Pay Loader Operator under JBCCI circular and the wage scale of which is slightly higher than the wage scale of Truck Driver of category V. The concerned workman cannot, however, claim Group-B or Grade-B or Category-B which is the highest category meant for excavation Pay Loaders, Grade-I under JBCCI recommendation (Ext. M-1).

7. The order dated 25.7/2-8-1982 (Ext. W-4) of the Agent, Barora Colliery treating the concerned workman as Pay Loader Operator in Grade-E or Group-E of JBCCI circular (Ext. M-1) and fixing his wages in excavation workers category-E wage scale of Rs. 17.20-0.48-22.96 under N.C.W.A-II with retrospective effect from 28-2-1980 is, therefore, quashed and it is directed that he may be treated as Pay Loader Operator in Grade-D or Group-D of JBCCI circular (Ext. M-1) and his wages in excavation workers category D wage scale of Rs. 20.90-0.83-30.86 under N.C.W.A-II may be fixed with retrospective effect from 28-2-1980 and on that basis if any excess payments have been made to him the same may be deducted from his wages in 20 equal instalments. The reference is answered and the award is made accordingly but in the circumstances of the case there shall be no order as to costs.

MANORANJAN PRASAD, Presiding Officer.

[No. L-20012(371)/82-D.III (A)]

A. V. S. SARMA, Desk Officer

New Delhi, the 5th July, 1984

S.O. 2354.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal New Delhi in the industrial dispute between the employers in relation to the Central Bank of India, Chandigarh and their workmen, which was received by the Central Government on the 23rd June, 1984.



BEFORE SHRI O. P. SINGI, A, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
NEW DELHI

I.D. No. 110/77

In the matter of dispute

BETWEEN

Shri A. L. Chopra through  
The Central Bank of India Employees'  
Union Haryana (Regd.),  
146-A, Lal Kurti, Ambala Cantt.

Versus

The Central Bank of India,  
Head Office, Mahatma Gandhi Road,  
Bombay through Zonal Manager,  
Central Bank of India,  
Sector 17B, Chandigarh.

#### APPEARANCES :

Shri B. N. Kak—for the Management.

Shri Tara Chand—for the Workman.

#### AWARD

Central Government, Ministry of Labour vide Order No. I-12012/151/73/LR III dated 16th January, 1975 made reference of the following dispute to the Industrial Tribunal for adjudication.

"Whether the action of the Management of Central Bank of India, Chandigarh in withdrawing the facility of duty/special leave to Shri A. L. Chopra, Special Assistant, Central Bank of India, Ambala Cantonment for attending proceedings before the Assistant Labour Commissioner (Central)/ Labour Courts and Industrial Tribunals with effect from the 28th August, 1973 is legal and justified? If not, to what relief is Shri A. L. Chopra entitled?"

2. The Central Bank of India Employees' Union Haryana, through Mr. R. K. Joshi, Assistant General Secretary, filed the statement of claim. It was pleaded that Mr. A. L. Chopra was General Secretary of the Central Bank of India Employees' Union, Haryana. Prior to the formation of Haryana Union w.e.f. 12-10-71 he was General Secretary of the Central Bank of India Employees' Union, Punjab. Before that he was Dy. General Secretary of the Union in Punjab before its recognition in 1969, and had been attending the conciliation—proceedings before Assistant Labour Commissioner (Central) and cases pending before Labour Courts/Industrial Tribunals or other Authorities under the Industrial Disputes Act, 1947 alongwith other office-bearers of the Union.

3. The Office bearers of the Central Bank of India Employees' Union and Central Bank Workers' Union were treated on duty-leave by the bank, as and when they had been attending proceedings before the Authorities appointed under I.D. Act.

4. The Management stopped this facility to Mr. A. L. Chopra, General Secretary, Central Bank of India Employees' Union Haryana (Regd.) w.e.f. 11-11-71. The allegation is that it was done under the pressure of rival recognised Union. The Central Bank of India Employees' Union Haryana raised an industrial dispute before the Assistant Labour Commissioner, Chandigarh and the Management entered into settlement dated 30-1-73. However, the Central Bank of India Employees' Union Punjab pressurised the Management and gave calls for agitation from time to time and started non-cooperation. They issued circulars on 17-4-73, 29-4-73 and 15-6-73 demanding cancellation of settlement for special leave allowed to Shri A. L. Chopra. The Management, through its Chief Officer Industrial Relations Bombay, by letter dated 9-8-73 indicated that the settlement stood terminated. Thereafter, this Central Bank of India Employees' Union Haryana raised an industrial dispute and the Management

submitted its comments to the Assistant Labour Commissioner (Central).

5. The case of the Central Bank of India Employees' Union Haryana is that the facility available under the settlement could not be withdrawn and that such facility was available to the office-bearer of the rival Union and it was a case of customary benefits and facilities being enjoyed by the office-bearers of Union since 1962 and there was no notice under section 9(a) of the I. D. Act. The Management's contention that the settlement of 30-1-73 was against the provisions of Awards and Bipartite Settlement applicable to bank employees was said to be wrong and false and that the office-bearers of the other rival Union were being given these facilities, and how could that be in accordance with the Bipartite settlement and the Awards. The request was made that the termination of settlement may be declared to be unjustified and that the Management should grant duty/special leave facility to A. L. Chopra for attending proceedings before the Assistant Labour Commissioner (Central) Labour Courts and Industrial Tribunal w.e.f. 28-8-73 onwards.

6. The Management of Central Bank of India contested the claim set-up and pleaded that the Management terminated the settlement, inter alia, on the ground it was contrary to Desai Award and Bi-partite settlement applicable to bank employees and the said settlement was also opposed by the Central Bank of India Employees' Union, Punjab, which was recognised Union of Punjab.

7. Preliminary objections were raised that the order of reference was without jurisdiction and illegal in view of the fact that the demand is contrary to subsisting Bank Awards and Bipartite Settlements. Second objection raised was that the order of reference was reference in respect of matters which fall within the ambit of Management-functions and rights of the employers, and no 'Industrial dispute' can be raised. The plea that there was not valid demand or espousal was also raised.

8. On merits it was pleaded that the recognised Union gave calls for agitation from time to time and started non-cooperation against the said settlement and the Management also found that the said settlement was not proper and was not in accordance with the bank Awards and, therefore, terminated the settlement.

9. The following issues were settled on the pleadings on 20-5-75.

(i) Whether there exists no industrial dispute justifying a reference to this Tribunal for reasons stated in the preliminary objections 1 and 2 in the written statement wherein it is pleaded, inter-alia.

(ii) existing settlements and awards bar the instant reference and that the alleged industrial dispute has not been espoused by a substantial number of the respondent bank.

On merits:

(1) Whether the action of the Management of the respondent Bank in withdrawing the facility of duty/special leave hitherto before available Shri A. L. Chopra, Special Assistant posted in Ambala Cantt., branch for attending proceedings before the A. L. C. (Central), Labour Courts and Industrial Tribunal with effect from 28-8-73 is justified and legal?

(2) If issue No. 1 is decided against the Management and for the workmen, to what relief, if any, is the workman entitled?

10. The workman gave his own affidavit and has been cross-examined. The Management filed the affidavit of Shri H. S. Dhillon, Chief Manager of the Bank and he was cross-examined by the workman. I have examined written arguments submitted by the parties.

11. The bank vide its circular No. BID/STAFF/14/65/120 dated 7-1-65, addressed to the Agent of the Bank of Ambala Cantt. with reference to a letter dated 22-12-64 from

the Punjab Union (which was not then recognised) gave the following directions :

"Please note whenever any office bearer of the union or any other staff member has to attend a departmental enquiry against a member of our staff as his representative, his absence from duty should not be treated as leave. His absence for the number of days he attends the departmental enquiry or goes to the Labour Court in connection with the cases of our bank's employees should be treated as special leave. The member who has to attend the enquiry or Tribunal or Labour Court as representative of our employees should, of course, inform the Management in writing before hand about his absence and requesting to treat the same as special leave."

12. This circular has been filed as W/1. In respect of this circular Mr. Dhingra, in cross-examination, stated that he did not know if the circular W/1 had ever been revoked and that there was no recognised union in 1965. He further stated that there was no circular whereby it was directed that special casual leave could be only granted to an officer of the recognised Union to attend the Labour Court or Industrial Tribunal.

13. It is, thus, clear that the Management's policy was outlined in circular dated 7-1-65 W/1 referred to earlier. It is for this reason that the settlement dated 30-1-73 was entered into between the Management and the Haryana Union.

14. It is only because of the pressure of the rival union in Punjab that the Management felt unable to grant Mr. Chopra same facilities which were being given to the office-bearers of the rival Union and terminated the settlement, because the rival Union was a powerful one.

15. The present policy of the Bank is contained in its circular dated 25-1-79 and the circular mentions that this facility will be available to the Union representatives. The only argument of the Management is that this circular is prospective, and ten years' old claims cannot be governed by this circular and the old claims of 71-73 cannot be governed by circular dated 25-1-79.

16. The workman has referred to the Supreme Court judgment on the effect of a notice under section 19(6) terminating the settlement. The Hon'ble Supreme Court in *L.I.C. of India Vs. D. K. Bahadur* reported in (1981-1-LLJ-1) dealt with this matter in para 33 as under :

"33. The core question that first falls for consideration is as to whether the settlements of 1974 are still in force. There are three stages or phases with different legal effects in the life of an award or settlement. There is a specific period contractually or statutorily fixed as the period of operation. Thereafter, the award or settlement does not become NON-EST but continues to be binding. This is the second chapter of legal efficacy but qualitatively different as we will presently show. Then comes the last phase. If notice of intention to terminate is given under S. 19(2) or S. 19(6) then the third stage opens where the award or the settlement does survive and is in force as a contract which has superseded the earlier contract and subsists until a new award or negotiated settlement takes its place. Like nature, law abhors a vacuum and even on the notice of termination under S. 19(2) or S. 19(6) the sequence and consequence cannot be just void but a continuance of the earlier terms, but with liberty to both sides to raise disputes, negotiate settlements or to seek a reference and award. Until such a new contract or award replaces the previous one, the former settlement or award will regulate the relations between the parties. Such is the understanding of industrial law at least for thirty years as precedents of the High Courts and this Court bear testimony. To hold to the contrary is to invite industrial chaos by an interpretation of the Industrial Disputes Act whose primary purpose is to obviate such a situation and to provide for industrial peace."

17. The position of law, therefore, is that until a new award or settlement replaces a previous conciliation-settlement or award, the latter continue to regulate the relations between the parties.

18. It is for this Tribunal to decide whether a different rule should operate during the period August 73 to 24-1-79, because the Management since 25-1-79 has agreed that all Union—Representatives shall be granted facility of attending proceedings before A.L.C., Labour Court and Industrial Tribunals, and that period shall be treated as duty/special leave.

19. It is not at all possible to agree with the Management's suggestion that grant of special leave to the workers' representatives for attending proceedings before the A.L.Cs. (Central) Labour Courts/Industrial Tribunals is opposed to Bank Awards. It is an additional matter. It may be that the Industrial Tribunals have a discretion in the matter of passing orders in relation to attendance of a representative in the proceedings before Tribunals, but the general question whether this facility will be available to Union office bearers or not is one which can be a right determined by a settlement or circular of the Management. The circular of the Management dated 25-1-79 will clearly indicate the untenability of the Management's plea, because therein the Management has allowed this facility to all union representatives, and thereby this becomes a right of union office-bearers.

20. I am of the clear opinion that the Management acted under pressure of the rival union and there was no reason or logic for denying Mr. A. L. Chopra the facility or advantage of special casual leave for his attending A.L.C. office Central Labour Courts and Industrial Tribunals for representing the workmen involved in those proceedings.

21. It may be pointed out that the Industrial Disputes Act, 1947 frowns upon strikes and lock-outs and the entire thrust of the provisions of Industrial Disputes Act, 1947 is towards negotiated settlements and voluntary arbitration or Awards by Industrial Tribunals and Labour Courts to maintain industrial peace and increase production. The representatives of the unions perform the same task as is performed by the Advocates in the High Courts or Supreme Courts or in the original Civil and Criminal Courts. The facility demanded by Mr. A. L. Chopra is in the interest and for the furtherance of the objectives of the I.D. Act, 1947. Its withdrawal by the Management under pressure of the rival union by terminating the conciliation-settlement of 30-1-73 was not proper or fair to Mr. A. L. Chopra.

22. In view of the foregoing considerations, it becomes clear that the facility demanded by the workman Mr. A. L. Chopra was a right which facilitated the negotiated settlement of disputes and proceedings before A. L. C. (Central), Labour Courts and Industrial Tribunals.

23. Such a right cannot be said to be one which could not be made subject-matter of 'industrial dispute', and the reference by the Central Govt. of this dispute was valid and proper. On merits, it has to be held that the workman's claim is justified and the Management's attempt to get out of the settlement of 30-1-73 has been extraneous reasons. The settlement dated 30-1-73 was neither unfair nor improper nor was it against the provisions of Industrial Disputes Act and the bank Awards applicable in the bank industry.

24. Another objection was raised later by the Management that once reference had been declined and later reference was made by the Central Government without giving opportunity of the Management to show cause against review of the matter.

25. The Supreme Court in *Avon Services Vs. Industrial Tribunal* (1979-1-LLJ-1) has ruled as under:—

"Merely because the Government rejects a request for a reference or declines to make a reference, it cannot be said that the Industrial Dispute has ceased to exist, nor could it be said that to be a review of any judicial or quasijudicial order or determination. The industrial dispute may nonetheless continue to remain in existence and if at a subsequent stage



the appropriate Govt. is satisfied that in the interest of industrial peace and for promoting industrial harmony it is desirable to make a reference the appropriate Government does not lack the power to do so under S. 10(1) nor is it precluded from making the reference on the only ground that on an earlier occasion it had declined to make a reference."

26. Accordingly the reference made by the Central Government without notice to the Management of Central Bank of India is not without jurisdiction and has to be entertained. The spousal of the case by the union (Regd) is held to be in order.

27. The claim of the workman succeeds and the Management of the Central Bank of India is directed to allow duty/special leave facility to Sh. A. L. Chopra for attending proceedings before A. L. C. (Central) Labour Courts and Industrial Tribunals w.e.f. 28-8-73 onwards. The Management shall also pay Rs. 500/- as costs of these proceedings to the workman Mr. A. L. Chopra.

Further ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

June 18, 1984

O. P. SINGLA, Presiding Officer  
[No. L-12012/151/73-LR, III/D.II(A) (Pt.)]

S.O. 2355.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi in the industrial dispute between the employers in relation to the Dena Bank, Moradabad and their workmen, which was received by the Central Government on the 27th June, 1984.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
NEW DELHI

I.D. No. 146/81

In the matter of dispute  
BETWEEN

Naubat Singh S/o Shri Naram Singh, C/o Nein Singh,  
Dena Bank, Moradabad at present in Delhi.

Versus

Dena Bank through its Deputy General Manager, Central Office, Cuffe Parade, Maker Tower, Bombay

APPEARANCES :

Shri R. C. Pathak with Shri J. S. Nanda—for the Management of Dena Bank.

Shri Subhash Jain—for the Workman.

AWARD

Central Government, Ministry of Labour on 29-10-81 vide order No. L-12012/305/80-D.IIA made reference of the following dispute to this Tribunal for adjudication :

"Whether the action of the Management of Dena Bank in relation to its Branch at Meerut in terminating the services of Shri Naubat Singh, Bill Collector with effect from 3-5-80 under its letter No. HO/PER/1591/80 dated 8-4-80 is justified? If not, to what relief is the workman concerned entitled?"

2. Mr. Naubat Singh joined Dena Bank as subordinate at Chandigarh on 25-9-74. He was transferred to the Meerut Branch of the Bank on 22-4-77 and his duties were as a Bills Collector.

3. The workman's claim is that he had been active member and an Office-bearer also of the U. P. Bank Employees Union.

4. During the session 1979-80 the general body of the Meerut Unit of the Union was split into two groups. The 444 GI/84—5.

workman claims that he was Organising Secretary of Meerut Unit, and there was his group headed by Shri B. D. Tewari of Allahabad Bank Meerut Cantt Branch as President and D. K. Sharma, Syndicate Bank, Main Branch Meerut General Secretary. Other group had Mr. G. S. Kain Cashier/Clerk Dena Bank as Assistant Secretary and Mr. Mehak Singh Verma was the President and Ved Ram Singh Secretary of the Other Group. The Central Office of the Unit did not recognize the elections of the aforesaid two groups of Meerut Unit.

5. The workman set-up the case that, being a Sole leader and member of his Union, the workman became eyesore for Shri G. S. Kain and his chums in the bank, who became inimical to the workman and tortured and harassed him in many ways and the Branch Manager of the Bank also favoured Mr. G. S. Kain and connived with his group, encouraging harassment of the workman.

6. The workman mentioned in his statement of claim that, one day, when Mr. G. S. Kain worked as Chief Cashier on temporary assignment in the absence of permanent Chief Cashier, Mr. G. S. Kain stole a heavy amount of cash from the bank and attempted to hush-up the theft by parading a false shortage of cash, which was attributed to the workman. The workman was bewildered on serious allegation and requested the Manager to listen to him and not to coerce him to admit the theft committed by Mr. G. S. Kain but the Manager, Mr. Kain and his other collaborators shouted at him in a threatening posture, and forced him to write according to the dictation of the Manager, failing which he would be handed over to the police where he will be subjected to the third-rate torture. This struck terror into the workman's mind and he was compelled to give in writing, what was dictated to him. The workman brought this matter to the notice of his Union and requested them to save him from victimization. They approached the Branch Manager, who pacified them by saying that the document had already been destroyed, and that no action would be taken against the workman in the matter. The workman sought his transfer to Lodha branch, when his harassment did not end, and he made his request on 14-1-80.

7. The workman assessed probability of termination of service, and submitted his representation dated 18-5-80 to the Dy. General Manager requesting him not to deprive him of his livelihood, but the Management terminated his service by letter dated 8-4-80 which the workman says was delivered to him only on 7-6-80.

8. The workman claimed relief of reinstatement in service with full back-wages and pleaded that termination of his service was invalid, because termination order was served on him only on 7-6-80, and the order of Termination was unspeaking, and that 'loss of confidence' necessarily involved gross misconduct, for which no enquiry was made or charge-sheet served on him. The termination was said to be, actually, an order of dismissal. Even if it was termination of service simpliciter, section 25(F) and (G) of the I. D. Act, 1947 were not complied with. The orders were said to be mala fide and motivated by Intra-Union rivalry.

9. The Management of Dena Bank filed written statement contesting the claim of the workman and pleaded that Naubat Singh was performing duties of water boy-cum-senior. His being active member and office-bearer of U. P. Bank Employees Union was not admitted, nor was the split in the Union at Meerut branch admitted. The relations amongst the employees of Meerut branch were said to be cordial and not strained, any favour to Mr. G. S. Kain or disfavour to the workman was denied.

10. The Management denied that Mr. Kain stole the amount from the cash of the bank. It was stated that a theft of Rs. 10000/- from the cash box of the cashier on January 10, 1980 took place and ultimately, that amount was recovered from Mr. Naubat Singh. The incident occurred on January 10, at about 3 PM Shortage of Rs. 10000/- was detected when Mr. Kain was balancing the cash with books of accounts. The Branch Manager, on learning of the incident, ordered closing of gate of the bank and asked for general search of the employees. It yielded no results, and Branch Manager advised the cashier, Shri G. S. Kain to raise a temporary loan and

make other arrangements for money, so that the cash for the day could be closed. Mr. Kain took temporary loan for Rs. 5000/- from a customer of the bank; a temporary loan for Rs. 4000/- from the bank and, by withdrawing Rs. 1000/- from the Saving Bank Account with the bank, the cash was closed on January 10, 1980.

11. On January 11, 1980 Branch Manager called a meeting of the staff-members and appealed to them to locate the amount and/or either hand over the same to him or keep the amount at some place. He also informed the staff that some staff-member was involved in the matter, and, if the amount was not recovered, the matter would be handed over to police.

12. The same day on January 11, after Naubat Singh have come out of toilet, the Branch Manager and some members of the staff searched the toilet and there they found currency notes of Rs. 1450. Mr. Naubat Singh was questioned and admitted his guilt of about having taken Rs. 10000 from the cash box of the cashier on January 10. He also admitted his guilt in writing. He accepted that Rs. 8000 were lying at his house, which were later recovered at his instance and on his asking from his wife at his house. Mr. Naubat Singh made good the balance of Rs. 550 later on. No police-complaint was made regarding the alleged theft under these circumstances. The Management's assertion is that there was no coercion exercised on Mr. Naubat Singh, and he voluntarily admitted the theft committed by him and got the recoveries made. He was not a fit person to be retained in service of the bank, which is a financial institution. The Management requested that it may be allowed to lead evidence to justify the case on merits before the Industrial Tribunal, in the event of the Tribunal finding that the termination of the employee was not justified merely for the reason contended by the workman.

13. The evidence of the parties have been led and the arguments of the ld. counsel for the parties have been heard at length.

14. The confession or admission made in Hindi by the workman date 11-1-80, in his own hand, is there in the following terms:

"presented to the Manager, Dena Bank, Meerut Sir, on dated 10-1-80, I happened commit theft of Rs. 10000 from cashier Mr. G. S. Kain, for which I ashamed and I place myself at your mercy for what I have done. Whatever punishment you give, I will bear and I pray to you that I would be grateful to you if, looking to my career, you could forgive me; and I fully assure you that I will not commit any such mistake hereafter. If ever I commit any such mistake again, then You will be at liberty to give me any punishment that you deem proper and I will accept the same.

Yours servant  
Naubat Singh"

15. The workman has denied the voluntariness of the confession and has led evidence that it was coerced from him. The Management has affirmed its voluntary nature and unfitness of Mr. Naubat Singh for service in the Bank. Most important question to be decided is the voluntariness or otherwise of the confession aforesaid, and its consequences for the workman and the Management.

16. The conduct of the workman immediately after the execution of this confession is the key to the decision about the voluntary nature or otherwise of this confession. Before this Tribunal workman as WW-1 deposed to his own immediate response in para 10 of his affidavit as under:—

"That I immediately thereafter brought the above incident i.e. my writing obtained by coercion to the impartial members of the Union. The executive members of the Union met with Sh. Sudhir Jain on 12-1-1980 and discussed and demanded the above mentioned writing obtained under

coercion of the workman who stated that the said writing was already destroyed and no action would be taken against the workman. That was just a joke."

17. His only other witness W.W.2 Y. K. Jain State Delegate (G. C. Member) U. P. Bank Employees Union, at the relevant time, supported him in his deposition in para 9 of the affidavit as follows:—

"That when immediately after the complaint orally made by the workman about some writing illegally obtained by the Branch Manager S. K. Jain from the workman, we including inter-alia myself, R. C. Gupta, B. D. Tewari, D. K. Sharma etc. approached the Branch Manager and brought in his notice the incident of obtaining the writing of the workman under coercion and demanded the return of the said written statement of the workman from the Branch Manager, he assured that he had already destroyed the written statement of the workman and no action would be taken against the workman in the matter."

18. Both these depositions appear to be clearly false and an afterthought. No such conduct of the workman and of the Union representatives as mentioned in the workman's letter dated 18-5-80 (W. W. 1/11) to the Management and the Union's letter dated 24-6-80 (W. W. 2/13) which are reproduced hereinafter:

"REGISTERED A.D

TO

The Dv. General Manager (Personnel)  
Dena Bank  
Head Office  
Bombay.

Sir,

Sub : Your letter No. dated 8-4-1980

I beg to submit as follows on the above subject :

1. That I have learnt that some order terminating my service is under contemplation of your goodself.
2. That I am a confirmed employee and my services cannot be dispensed with without a full, fair and reasonable opportunity of defence.
3. That I have been serving the Bank for the last more than five years faithfully, honestly and full devotion to my duties.
4. That I am a married man and the sole bread earned for my family.
5. That I have been made a victim of T. U. rivalry.

It is, therefore, most humbly requested that my services may not be terminated.

I hope this representation will be considered sympathetically, failing this I will be compelled to raise an Industrial Dispute within a week hereafter.

For this act of kindness I shall ever remain highly obliged to you.

Yours faithfully,

(Sd/- Naubat Singh),  
Bill Collector  
Dena Bank,  
Meerut."

Dated : 18-5-1980

## "U.P. BANK EMPLOYEES UNION MEERUT

Ref. No. Dena Bank /3/80 dated 24-6-1980  
 The Deputy General Manager,  
 DENA BANK,  
 (Personnel Department),  
 Head Office,  
 Bombay.

SUBJECT: Sri Naubat Singh Bill Collector working at your Meerut Cantonment Branch (U.P.).

REFERENCE: Your letter No. H.O. PER/1591/80 dated 8-4-80 regarding termination of the services from the bank.

Dear Sir,

We would like to draw your kind attention on the above subject and request you to please consider the following lines on humanitarian grounds:

1. That it is not natural justice given to Sri Naubat Singh from your office because you have taken decision to terminate his services unilaterally i.e. without giving him proper opportunity to explain his position.

2. That Sri Naubat Singh is married man. His wife is just very near for delivery and we are afraid that his wife may definitely shocked to know this situation, may also reach to serious, unavoidable condition which may go to beyond his control and when his services will be terminated. How can give her proper treatment etc. in absence of money to which he was earning since last 5 years continuously being a permanent employee of Dena Bank.

3. That this case has been instigated by some other rival of ours existing in Dena Bank because of this fact that Sri Naubat Singh is holding the post of Organising Secretary 7, UPBEU Meerut Unit while there is another person named G. S. Kain who is Asstt. Secretary from the side of rivalry group.

It may please be noted that our central office has not yet recognised any one of them and that is why rivalry group wants to demoralise to Sri Naubat Singh who is our organising Secretary.

4. We understand that no action has been taken against the person who belongs to a rivalry group which is not at all appreciable because you have unilaterally chosen termination for person to one group but are MUM against person belongs to rivalry group NOT ONLY THIS that no action has been taken against person belonging to rivalry group BUT ALSO Branch Manager is having conspiracy with other rival group and since Manager Meerut branch is under influence of rivalry groups might have given his own created report/misguided you for which Sri Naubat Singh may be granted opportunity to explain this wrong presumptions of branch Manager.

Keeping in view to the above facts you are requested to please review of your decision favourably and advice us accordingly and cooperate ourselves in maintaining healthy harmonious Industrial relations between Employer and Employee.

Further, It is may pleased be noted that there is great resentment in all bank men and if justice is not being to Sri Naubat Singh Industrial peace may also be threatened for which you will be solely responsible.

We hope for early favourable response

Yours faithfully,  
 (Y. K. Jain)  
 State General Counsellor  
 U. P. Bank Employees Union  
 c/o Syndicate Bank, 201, Saket  
 Meerut-250001 (UP)"

19. The workman himself referred to the U. P. Bank Employees Union as "a Mighty Organisation" known as UPBEU. This "Mighty Organisation" would have raised a hue and cry and charged the Manager with dishonesty and

conspiracy and utter falsity if on 12-1-80 the Manager had referred to the destruction of the confession statement and the same being a joke. It is impossible to believe that this workman on 13-5-80 in his letter Ext. WW1/11 would not have mentioned about the Manager's own statement to him and the Union representatives that the confession letter signed by him had been destroyed by the Management and was a mere joke.

20. I am of the clear opinion that this confession by the workman on 11-1-80 was truthful and was made by him because the theft committed by him had become known and his nervousness. He had himself placed Rs. 1450 in the toilet fearing the recovery of the money from him and his house and criminal and other proceedings against him. The Management evidence of Shri G. S. Kain, Cashier of Shri B. S. Sharma then Accountant and Shri Sudhir Jain, Branch Manager about the voluntariness of the confession of the workman is accepted as convincing.

21. Facts, which have been admitted do not require to be proved and the workman's voluntary confession reproduced earlier could have been acted upon by the Management and could certainly be the basis for the Management's 'loss of confidence' in his integrity. The recovery of the money had been made from him and it was not necessary for the Management to take disciplinary action against him and his service could be retrenched.

22. The workman seeks to escape from the consequences of his voluntary confession by raising three pleas:—

- (i) that it was not in reply to the show cause notice and could not be basis for action by the Management
- (ii) that it was irrelevant under the U. P. Dookan Aur Vanijya Adhishthan Adhinyam, 1962 which provided for discharge of employee only on two grounds under section 19(1)(a) and (b) as follows:—
  - (a) the post held by him has been retrenched; or
  - (b) he is unfit to perform his duties on the ground of physical infirmity or continued ill-health;
- (iii) that retrenchment compensation was not paid to him as required under section 25(F) of the I. D. Act, 1947.

23. The action against the workman has been taken not by way of disciplinary action but by way of retrenchment and the requirement in para 19.12(D) of Bipartite Settlement of Award of voluntary admission of guilty in reply to aforesaid show cause notice applies only when disciplinary action is intended to be taken against the workman because Chapter 19 deals with disciplinary action and procedure therefor and para 19 relates to the procedure for disciplinary action only.

24. The action against the workman has been taken under para 522(1) of the Bank Award to terminate his services and such power is upheld by the Supreme Court in the Chartered Bank Bombay Vs Chartered Bank Employees Union reported in 1960 (3) S.C.R. 441.

25. The U. P. Dookan Aur Vanijya Adhishthan Adhinyam, 1962 is State Legislation on Labour Welfare a subject in the concurrent list in the VIIIth Schedule to the Constitution of India. But in case of the employees of the Banks the field is covered by the Bank Awards and the Bank Award Para 522 referred to under the Supreme Court Judgment aforesaid allows termination of service of Bank employee without holding enquiry. On grounds of 'loss of confidence' and these Awards are binding under the Provision of the Industrial Disputes Act, 1947. The U. P. Dookan Aur Vanijya Adhishthan Adhinyam, 1962 is, therefore, irrelevant and its provisions can not override the Bank Award valid under provisions of Parliamentary Law Industrial Disputes Act, 1947.

26. The workman rendered less than six years service and was not entitled to more than three month's retrenchment compensation. The Management offered him three

months wages and retrenchment compensation equal to three month's wages in the amount Rs. 3658.98p by crossed pay-order No. 1333160 dated 2-5-80 and the workman in his letter dated 7-6-80 to the Management stated that he had accepted it under protest.

27. The Management's evidence is clear and reliable that the workman on 2-5-80 was offered the letter of retrenchment alongwith this crossed pay-order for Rs. 3658.98p. The evidence of B. S. Sharma Accountant and Mr. Sudhir Jain Branch Manager is that on May 2, 1980 D. V. Kulkarni and J. S. Nanda the officer in the personnel department Head Office Bombay and Regional Office, New Delhi came to the branch at about 11-30 AM and Naubat Singh was called to Manager's Cabin at about 12-15 and was given the Letter dated 8-4-80 alongwith Pay-order for Rs. 3658-98p in the presence of the Manager B. S. Sharma, D. V. Kulkarni and J. S. Nanda but Naubat Singh after reading the contents of the retrenchment order said that he would take those letters in the evening. At 4-30 PM when he was again called to the Manager's Cabin and required to accept the retrenchment compensation and the retrenchment order the workman refused to accept the letters and left the branch without obtaining permission and a copy of the said letter was displayed on the notice-board.

28. The workman himself has been disbelieved and has been found to be false person denying his own voluntary confession and he sought leave from the Management on and after 3-5-80 on medical grounds. The Management's evidence is accepted and it is held that the workman sought leave on medical grounds only to escape acceptance of the retrenchment order, and the retrenchment compensation offered to him. The Management complied with section 25 (F) of the I. D. Act, 1947 in terminating the services of the workman without disciplinary action taken against him for theft of Rs. 10,000 from the Bank on 10-1-80.

29. Even if the matter was to be examined afresh on merits I have no hesitation in believing that workman was guilty of theft of Rs. 10,000 on 10-1-80 and the Management evidence before this Tribunal has clearly established it. The workman himself appears to be dishonest and a false person who can charge others with dishonestly and falsehood while bearing those attributes himself. The action of the Management in terminating the services of the workman is completely justified and he is not entitled to any relief. The award is made accordingly.

Further ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

O P SINGLA, Presiding Officer

June 22, 1984.

[No. I-12012/305/80-D. II(A)]

New Delhi, the 6th July, 1984

S.O. 2356.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal New Delhi in the industrial dispute between the employers in relation to the Bank of India Lucknow, and their workmen, which was received by the Central Government on the 27th June, 1984

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW  
DELHI

I.D. No. 96/80

In the matter of dispute.

BETWEEN

Shri J. M. Misra s/o Shri Shyam Narain Misra, c/o.  
23/69, Patkapur, Kanpur.

Versus

The Assistant General Manager,  
Bank of India, U. P. Region,  
Lucknow.

#### APPEARANCES :

Shri V. V. Mangalvadkar and Ashok Marwa—for the workman.

Shri Jagat Arora and A. K. Aggarwal—for the Management.

#### AWARD

Central Government, Ministry of Labour vide Order No. I-12012/13/80-D.II.A dated 10-9-1980 referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the Management of the Bank of India, Lucknow in refusing to entertain the application of Shri J. M. Misra, part-time pass book writer of the bank, and absorb him in the post of full time Hindi Clerk on the grounds that he was over-aged at the time of making the application, is justified? If not, to what relief is the workman concerned entitled?"

2. Mr. J. M. Misra joined the service of the Bank of India on 23-11-71 for a period of five months, as a temporary part-time employee. He was taken up as such on regular basis w.e.f. 22-5-72.

3. The Bank advertised the post of Hindi Clerks vide circular notice dated 24th July, 1978. Shri J. M. Misra applied for the said post. His case is that he was rejected by the Regional Manager of the Bank on the ground that he was over-aged for the post of a Hindi clerk. He again submitted application for the post of a clerk to the Banking Service Recruitment Board, through proper channel, under the instructions of the Regional Manager, Bank of India U. P. vide their letter No 00649 dated 8-1-79. It is the case of Mr. Misra that he heard nothing from either the recruitment Board or the Management. He claimed permanent absorption as a full-time Hindi Clerk in the establishment of the Bank w.e.f. 22-5-1972, with consequential benefits.

4. The Management of Bank of India contested the claim and asserted that there was no Industrial Dispute between the Parties. The dispute had not been sponsored or espoused by sufficient number of employees nor by the Union.

5. On merits, it was pleaded that the application of Mr. Misra was rejected on the ground of his being over-age. No appointment was made as a result of the said advertisement, and the post was made over to the Banking Service Recruitment Board, and Mr. J. M. Misra's application was forwarded to the Board but they did not select him. He was considered by the Banking Service Recruitment Board, alongwith others, but was not selected by them. The Banking Recruitment Board did not select him and his workman could not be absorbed by the Bank unilaterally and directly by passing the Recruitment Board established by the Government.

6. The following issues were settled on 8-4-83 :

1. Whether it is an industrial dispute?

2. As in terms of reference.

7. The Management filed affidavit of Mr. M. N. Bhatt, Regional Manager, Bank of India. The workman filed his own affidavit. Both of them have been cross-examined by each other. I have heard the representatives of the parties.

8. Mr. J. M. Misra, in his cross-examination, admits that no one was appointed as a result of vacancy advertised by the Bank in 1978. Appointment was not made on account of the Banking Service Recruitment Board. He further admits that his name had been recommended by the Bank, but the Board did not select.

9. The admission by the workman, in his cross-examination, clearly mean that there was nothing unfair in the conduct of the Bank of India Management. They did not recruit anyone as a result of vacancy advertised in 1978 by them, and his application was forwarded to the Banking Service Recruitment Board by the Management of Bank of India.

but the Board did not select him. The action of the Management of Bank of India is fair and justified and does not call for any interference. The claim made by the workman is dismissed and Award is made accordingly.

Further ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

June 22, 1984.

O. P. SINGLA, Presiding Officer  
[No. L-12012/13/80-D. II(A)]

S.O. 2357.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Chandigarh in the industrial dispute between the employers in relation to the management of United India Insurance Co. Limited, Chandigarh and their workmen, which was received by the Central Government on the 26th June, 1984.

BEFORE SHRI I. P. VASISHTH, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
CHANDIGARH

Case No. I.D. 141/83 (N. Delhi); 135 of 1983 (CHD)

#### PARTIES :

Employers in relation to the Management of United India Insurance Company, Chandigarh.

AND

Their Workman.—Sh. Paramjit Singh.

#### APPEARANCES :

For the Employers.—Sh. P. P. Khurana.

For the Workman.—Sh. Pardeep Bedi.

INDUSTRY : Insurance Company UNION TERRITORY :  
Chandigarh.

#### AWARD

Dated, the 22nd of June, 1984

The Central Government, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the Industrial Disputes Act 1947, hereinafter referred to as the Act, per their Order No. L-17012(17)81;D.IV(A) dated the 2nd of June, 1982 read with S.O. No. S-11025(2)83 dated the 8th of June, 1983 referred the following Industrial dispute to this Tribunal for adjudication :

“Whether the management of United India Insurance Co. Limited in relation to their Chandigarh Branch are justified in terminating the services of Sh. Paramjit Singh Inspector with effect from 8-8-80 ? If not, to what relief is the workman concerned entitled ?”

2. To trace a short history of the case, the petitioner was inducted on 12 months probation as an Inspector by the Respondent Company at its Mohali branch under Chandigarh office w.e.f. 4-6-1979. During his probationary period the petitioner was required to undergo certain training and secure business worth a minimum premium of Rs. 75,000, it was further stipulated that if the aforesaid business varied between Rs. 50,000 and Rs. 75,000 his probation could be extended by another 12 months, and also if the Management deemed it necessary in view of his performance. All the same it was within the competence of the Management to do away with his services at any time during the period of his probation (including the extended one) without assigning any reason.

3. According to the petitioner he worked for the Respondent Company continuously till 26th of November, 1980 when his services were abruptly brought to an end without assigning any reason, even though, he had successfully procured business worth the requisite premium of more than Rs. 75,000

during his initial probationary period and was in the midst of achieving the target for the next year. It was averred that the petitioner's work and conduct had through out been satisfactory and upto the requisite standards stipulated in the appointment Order and, as such, he was deemed to have been confirmed w.e.f. 4-6-1980.

4. Feeling aggrieved, the petitioner questioned the validity of his termination because he was neither apprised of the reasons leading to it nor ever subjected to any departmental enquiry. He, therefore, raised a demand on the Management to withdraw the Termination Order and reinstate him with full backwages. But the Management was found quite unresponsive and so much so that even the intervention of the A.L.C(C) during the Conciliation proceedings proved futile; hence the Reference.

5. Resisting the proceedings on all counts, the Management questioned the jurisdiction of the Tribunal with the averment that the petitioner was not a “workman” within the meaning of the Act and otherwise too, he could not, possibly seek any relief within its purview because he had already failed in his bid to avoid the termination by way of a regular Civil suit. All the same; on merits, the factum of petitioner's appointment on the projected terms and conditions as well as the termination of his services w.e.f. 8-8-1980 was conceded but it was claimed that they had acted well within their right in doing so during his probationary period because of his poor and unsatisfactory performance.

6. In view of their pleadings, the parties were taken to trial on the following issues framed over and above the terms of reference.

(1) Whether the claimant petitioner is not a workman and as such whether the provisions of I.D. Act do not apply to the instant case ? O.P.R.

(2) Whether the claimant petitioner is estopped as alleged in para No. 3 of the Preliminary objections of the written statement ? O.P.R.

7. In support of their respective versions the parties adduced verbal as well as documentary evidence which I have carefully scrutinized and heard them at length. My issue-wise discussion and findings are as follows.

#### 8. Issue No. 1

In all fairness to him, the Ld. representative of the Management did not seriously pursue his objection giving rise to the instant issue; though otherwise also from the un rebutted deposition of the petitioner it appears that he had no supervisory function to perform during the discharge of his duties as a probationary Inspector. Of course, he had certain agents to assist him in procuring business but all the same he had no effective control on their work or conduct. Therefore, keeping in view the ratio of S. K. Verma Vs. Mahesh Chandra and another 1983 Lab. I.C. 1483 and Ved Prakash Gupta Vs. M/s. Delton Cable India (P) Ltd. AIR 1984 SC 914, I hold the petitioner to be a workman and, as such, answer the issue against the Respdnt. Company.

#### ISSUE NO. 2

9. Drawing my attention towards the Court Orders Exts. M 27 and M 29 the Ld. representative of the Management submitted that since the petitioner had already failed, in a regular Civil Suit in his bid to assail the impugned termination, therefore, he was estopped from invoking the jurisdiction of the Tribunal on projecting it to be an Industrial dispute under the Act. Elaborating his contention, the Ld. counsel referred me to the F.B. case of Sukhi Ram Vs. State of Haryana 1982 PIR 717 for the proposition that a workman has an option either to agitate his termination in a Civil Court or to seek adjudication of his rights under the Act, to be precise he can choose either of the two remedies but in no event he can seek resort to both the proceedings.

10. In spite of its seeming attraction, the submission failed to carry conviction with me. There is no dispute with the ratio of the case of Sukhi Ram cited by the Ld. Counsel but the pertinent point is that despite their binding nature, judicial precedents can not be invoked blindly as it is usually observed that there is some slight difference in the facts of the two

given cases which, when appraised critically, may prove crucial. In the case of Sukhi Ram the plaintiff had questioned the legality of his dismissal in a civil action which was decided by the Court concerned on merits; the first Appellate Court also sustained the findings of the Trial Court but when the case came up for hearing in the RSA an objection was raised before their Lordships to the jurisdiction of the Civil Court because, according to the common case of the parties, the plaintiff was a "Workman" and the defendant-employer an "Industry" within the preview of the Act. Their Lordship held that even though the plaintiff had an alternate remedy under the Act to question the vires of his dismissal yet he was at liberty to choose his forum.

11. In our case, the petitioner went to the Civil Court to seek a Permanent Injunction against his proposed termination, and meanwhile moved an application for interim relief under Order 39 rules 1 and 2 of the CPC to restrain the Respondent Company from passing the Termination Order; his application was dismissed by the Trial Court as well as by the Appellate Court per Orders Exts. M. 27 and M. 29. A careful perusal of these documents would show that one of the main ground which weighed with the I.d. Judges was that the order of Termination had already been passed and, as such, the suit itself was infructuous. It was precisely for this reason that the petitioner withdrew his suit. (Exb. M. 28).

12. It would, thus, be clear that there was no adjudication on merits and; otherwise also, no cause of action was available to the petitioner to maintain the said suit. In view thereof, it will be going too far to apply the bar of estoppel against him. Accordingly, I over rule the objection raised by the Respdt. Company and answer the issue against them.

#### TERMS OF REFERENCE

13. That directly confronts the Tribunal with the crucial question as to how far the Management's action in terminating the petitioner's services had the sanctity of law? On behalf of the Workman an half-hearted plea was raised that on completion of the initial probationary period of 12 months he stood automatically confirmed, and, hence, his services could not be dispensed with by the impugned order, particularly when no departmental enquiry was ever held as per common case of the parties.

14. I am not impressed with the petitioner's stand because he appears to have over looked the implications of Clause 2 of his Induction Order Exb. W1 which lays down that in the absence of petitioner's application and formal issuance of a regular Appointment letter, there was to be no automatic confirmation. It rather contemplates to the contrary to assume his termination under a deeming stipulation.

15. The proposition thus emerges to the effect that at the time of passing of the impugned Termination, the petitioner was a probationer and certainly his services, could be dispensed with by the Management at their will if they were not satisfied with his work-performance; On that touch stone one may not possibly have any quarrel but, then, one can not loose sight of the fact that being a "Workman", the petitioner had certain statutory rights under the protective umbrella of the Act because he had already put in more than 240 days continuous service by that time. It hardly requires any repetition that according to the common case of the parties, he was serving the Respdt. Company uninterruptedly since 4-6-1979. In other words he had put in more than one year's continuous service within the meaning of Section 25-B so as to qualify for the retrenchment benefits envisaged by Section 25-F.

16. On behalf of the Management, it was submitted that being a probationer the petitioner was not entitled for any such benefits because there was no retrenchment in the real sense of it; rather it was a simple case of disengagement of a probationer by the Employer because of his poor performance; and the action was fully conveyed under the terms of Employment laid down in the relevant Induction-Order Exb. W1. However, the contention is devoid of force because the over riding provisions of Section 25J oblige an Employer to comply with certain statutory requirements while dispensing with the services of any workman, including a probationer.

17. It may not be out of context to mention here that in the matter of Management of Karnataka State Road Transport Corporation Bangalore, Vs. M. Borah and others

including Sheikh Abdul Khader and others AIR 1983 S.C. 1320 Their Lordships were pleased to observe that :—

"As retrenchment as defined in Section 2(oo) covers every case of termination of service except those which have been embodied in the definition, discharge from employment or termination of service of a probationer would also amount to retrenchment. As such, where while discharging a probationer requirements of Section 25-F had not been complied with, the same was void" (emphasis supplied).

18. As a matter of fact, their Lordships were pleased to trace the entire history pertaining to the Law of Retrenchments and while approving the ratio of Sundaramony's case AIR 1976 S.C. 1111 they relied on the dictum of Mohan Lal Vs. Management of Bharat Electronics Ltd., AIR 1981 S.C. 1253 wherein it was held that :

"Niceties and somanities apart, termination by the employer of the service of a workman for any reason whatsoever would constitute retrenchment except in cases exempted in the Section itself. The excepted or excluded cases are where termination is by way of punishment inflicted by way of disciplinary action, voluntary retirement of the workman, retirement of the Workman on reaching the age of superannuation, if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf, and termination of the service of a workman on the ground of continued ill-health".

19. It hardly requires any emphasis that ours is not a case of termination by way of punishment, voluntary retirement, retirement on reaching the age of superannuation, or absence on account of continued ill-health. To be precise, it no where falls in any way of the aforesaid "excepted categories" to escape the dragnet of Section 25-F woven in the fabric of Section 2(oo). And since it has throughout been a common case of the parties that no effort was ever made by the Management to accord any retrenchment benefits to the petitioner-workman, so for the obvious reason, the impugned termination can not be sustained.

20. In a desperate bid to wriggle out of the awkward situation, the I.d. Counsel for the Respdt. Company submitted that as a matter of fact the petitioner's services were terminated on account of proved misconduct because on various occasions it was found that he had either misappropriated premium-money realised from a number of clients or had dishonestly issued Insurance Covers involving considerable financial risks to some of them without caring to recover the premium money. He drew my pointed attention to the cross-examination of the petitioner himself which had a tendency of exposing his admission on this score, despite vague explanation of good faith.

21. Elaborating his point, the I.d. Counsel submitted that even though there was no formal domestic enquiry into the dubious conduct of the petitioner, yet the Tribunal was competent to adjudicate upon the issue particularly when both the parties have exhausted their complete evidence thereon. For the legal proposition reliance was placed on the cases of workmen Vs. Motipur Sugar Factory AIR 1965 S.C. 1803 and R. G. Unnithan Vs. Industrial Tribunal Alleppey 1982 Lab. I.C. NOC 8 (Kerala).

22. There is no dispute on the legal aspect of the issue, but in view of the peculiar circumstances of our case, I am not impressed with his effort. The pertinent point is that in the cited cases, the Management had dispensed with the services of the concerned workmen on disciplinary grounds by raising specific charges, albeit without holding proper enquiry, whereas in our case no specific charge was ever levelled against the petitioner as should evident from the written statement filed by the Respondent Company. Actually, the burden of their pleadings was that it was an innocuous termination of the services of a probationer. To crown it all, they relied on the Affidavit Exb. M1 of their Assistant

Manager Shri G. D. Shorie who, however, disclosed certain acts of omission and commission of the petitioner, forcing the hands of the Management in the passing the impugned Termination. But even he, could not help revealing the following material in the penultimate para of his Affidavit:—

"It will not be out of place to submit that the Management took a lenient view for terminating the services. Had it submitted the cases of misappropriation for conducting enquiry, the workman/applicant might have received even a major penalty of dismissal which would have left him with a stigma for his future employment, which embarrassment was saved by the Management with a view to give him chance to start a new life if he desires to do so".

23. Shri Shorie is a responsible officer of the Respd. Company and I have no reason to doubt his credentials, rather his straight-forward approach is commendable in the sense that he fairly conceded a complete absence of any departmental Enquiry. Obviously the petitioner got no chance to rebut the insinuations weighing in the mind of his Employer at the time of deciding his fate and, as such, the Termination is bad in the eye of Law. For my views I draw support from the observations in the matter of Malkiat Singh Vs. Union of India 1981 Lab. I.C. 1633 in which the scope of Motipur Sugar Factory's Case was also explained.

24. It is besides the point that the petitioner was not obliged to meet a new case made out in the Affidavit of a witness (Shri Shorie) over and above the pleadings raised by the Management in the written-statement. If they were really serious about it the proper course for them was either to apprise the petitioner of the specific grounds of misconduct or order a formal domestic probe but under no circumstance they could get rid of him on devising a short cut under the garb of a seemingly innocuous order.

25. Thus to sum up my aforesaid discussion on the various aspects of the matter, as emerging from the records and the points raised before me, on answering the issue against the Management, I return my Award in favour of the petitioner Workman for his immediate re-instatement with all the attendant benefits of a continuous service, except in the matter of back wages which would be paid as a token only to the extent of half of the dues, the reason is simple because at the relevant time in August, 1980 the Management could not visualize the pronouncements in the cases of Mohan Lal—Bharat Elec. A.I.R. 1981 SC 1253 and Karnataka State Road Transport Corporation A.I.R. 1983 SC 1320 which completely revolutionised the Law to keep pace with the spirit of a Welfare State and progressive Society.

Chandigarh,

22-6-1984.

I. P. VASISHTH, Presiding Officer

[No. L-17012/17/81-D.IV(A)]

S.O. 2358.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. II, Bombay in the Industrial dispute between the employers in relation to the Canara Bank, Bombay and their workmen, which was received by the Central Government on 28-6-84

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL, TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/34 of 1983

PARTIES :

Employers in relation to the management of Canara Bank,

AND

Their Workmen

APPEARANCES :

For the Employers—Shri P. Ramaswami, Advocate.

For the Workmen—Shri Madan Phadnis, Advocate for Canara Bank Staff Union Shri J. G. Gadkari, Advocate Canara Bank Employees' Union.

INDUSTRY : Banking

STATE : Maharashtra

Bombay, the 20th June, 1984

AWARD

(Dictated in the open Court)

By their order No. L-12011/73/82-D. IIA dated n'l September, 1983 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the management of the Canara Bank in adopting two different fitment formulae for promotion from the cadre of sub-staff to Clerical cadre i.e. one for those promoted between 1972 and 1978, and another for those promoted after August 1978 resulting in anomalies, is justified? If not, to what relief the workmen affected entitled?"

2. In support of the demand the Canara Bank Staff Union has filed the statement of claim whereby to state in brief they have brought out as to how the formula adopted has caused injustice to the earlier or senior promotees from the sub-staff. The Canara Bank Staff Union do not challenge the understanding arrived at with the Canara Bank Employees' Union, on the contrary they say that it would be a step in right direction but merely because the defects are experienced subsequently which were not anticipated, defects which have crept in, the Staff Union wants to remedy.

3. Even the Bank is looking to the matter in the same spirit and I may add that Shri Gadkari who represents the Employees' Union also follows the suit. Here therefore there is no opposition from any quarter for remedying the wrong if there be any and the only question is whether there is any wrong and if how the same can be remedied.

4. The following issues arise for determination and my findings are as under :—

ISSUES

FINDINGS

1. Whether the action of the Bank in adopting a fitment formula in the year 1978 to the detriment of the promotees under the understanding of the year 1972, justified?

No

2. If not to what relief or reliefs the promotees under fitment formula under the year 1972 are entitled?

As per order

3. What award?

As per order.

REASONS

5. In support of the contention that on account of adoption of the fitment formula the senior promotees from sub-staff have suffered, the Staff Union has produced a statement showing the anomalies which have occurred and how on account of stepping up of the salary of the junior promotees, they have crossed the race and how seniors though promoted earlier and seniors in the grade are lagging behind. Now the

fact that the senior in getting less salary than the junior promotees in the same grade cannot be said to be an ideal situation and on the contrary the same must be remedied so as to leave no ground for discontentment. In my view on hearing the parties what I find is that a solution to such issues has been adopted by the Hindustan Antibiotics Limited, Pimpri, a Central Government undertaking which can be seen from Annexure 'H' to the statement of claim. They adopted the following formula. Pay of the seniors who may be getting less than the juniors in that category shall be stepped up to that of the juniors in that category. However, while envisaging or adopting such rules the increments or additions to the salary of the juniors on account of graduation or on any other count like due to merit etc. shall not be taken into account for the purpose of stepping up of the salary of seniors in the grade and if so done, the whole anomaly be solved. In my view therefore while adopting the formula the following rules shall also be adopted. While effecting fitment the pay of seniors who were getting less than the juniors in that category i.e. in the category of promotees from sub-staff shall be stepped up to that of the juniors in that category and while doing so the increments or additions to the salary on account of graduation or any other account like merit shall not be taken into consideration for the purpose of stepping up of the salary of the seniors in the same grade. If any seniors has lagged behind on account of loss of increment for any reason whatsoever his or their cases shall be excluded to that extent from the operation of this rule. The bank shall follow this rule and step up the salaries accordingly from the date of this order.

6. There is some force in the contention of the Bank that such type of anomaly occurs because of different pattern of special allowance and dearness allowance to different categories. Unless this anomaly is removed and uniformity established, I am afraid in future also same thing may occur again. The parties therefore should strive to bring uniformity so that the trouble would be over permanently.

Award accordingly.

No order as to costs.

M. A. DESHPANDE, Presiding Officer

[No. I-12011/73/82-D.II.A.]

N. K. VERMA, Desk Officer

नई दिल्ली, 7 जुलाई, 1984

का०आ० 2359—मैमर्स इन्डस्ट्रीयल कोरिंग एण्ड बैक्सड प्राइवेट लिमिटेड 31 सैक्टर, 37 सी० फरीदाबाद, (पिन० न०/4166) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं,

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए

और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापना को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक विषय निधि आयुक्त हरियाणा को ऐसे विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो कि केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रारंभ का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रारंभ संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की विषय निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम सदस्य के रूप में उसका नाम के तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम के कम है तो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।



8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त हरियाणा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी शर्त से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सदाय करने में असफल रहता है, और पॉलिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के दाम निर्देशनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते बीमा फायदों के सदाय का उत्तर दायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशनियों/विधिक वारिसों को बीमाकृत रकम का सदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के साथ-दिन के भीतर सुनिश्चित करेगा।

[म० एम०-35014(59)/84-एफ० पी० जी०]

S.O. 2359.—Whereas Messrs Industrial Coatings and Waxes (Private) Limited, 31 Sector 27-C, Faridabad-3, (PN/416) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions, specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Com-  
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missioner, Haryana and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees, under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Haryana and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

का. अ. 2360 :—मैसर्स वेसमैन इंजीनियरिंग कम्पनी (प्राइवेट) लिमिटेड, एलेनबी कोर्ट, 1/2, एलेनबी रोड, कलकत्ता-700020 (पश्चिम बंगाल/1662) और उसकी शाखाएं, (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधेय सहस्रवर्ष बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हे अनुज्ञेय हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इसमें उल्लेख अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है ।

### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त पश्चिम बंगाल को ऐसी विवरणियां भेजेगा और ऐसे लेख रखेगा तथा निरीक्षण के लिए ऐसी सविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उप-धारा (3-क) के उप-पट्ट (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के पश्चात् में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की संख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सम्बन्ध-पत्र पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी जागत आढ्यक्त प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बान के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी की उस दशा में संदेय होगी, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नाम निर्देशितों का प्रतिफल के भाग दोनो रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, पश्चिम बंगाल के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वह, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का यत्नित्यक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं ; तो यह रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिवत वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिवत वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मात दिन के भीतर सुनिश्चित करेगा ।

[संख्या एम्-35014/(63)/84-एफ. पी. जी 2]

New Delhi, the 11th July, 1984

S.O. 2360.—Whereas Messrs The Wesman Engineering Co (Private) Limited, Allenby Court 1/12, Allenby Road, Calcutta-700020 (WB/1662) and its branches, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952) (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said established are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under

the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all provisions of the said Scheme for a period of three years.

### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased

members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014(63)/84-FPG]

का. डा. 2361 :—मैसर्स जे. के. स्टेपल एण्ड टोज, जे. के. नगर कोटा (राजस्थान) (र. ज. /1720), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1978 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपधाराओं के प्रवर्तन से छूट देती हैं ।]

### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें ।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की वसुस्थिति की भांति में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के संदाय के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी श्रावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समीचीन रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक-अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चयन है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में अमफल रहता है, और पॉलिसी को व्यग्रत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उम्मेदवार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सूनिश्चित करेगा।

[संख्या एम-35014(04)/84-एफ.पी.जी.]

S.O. 2361.—Whereas Messrs. J. K. Staple and Towns, Jay-Kay Nagar, Kota, Rajasthan, (RJ/1720) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members, who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/

Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014(64)/84-FPG]

का. आ. 2362.—मैसर्स नेसामोनी ट्रांसपोर्ट कारपोरेशन लिमिटेड, नेसामोनी नगर रानी थोट्टम, नेजाकोइल-629001, तमिल नाडू और इसकी पांच शाखाएँ क्रमशः रानीथोट्टम-1, रानीथोट्टम-2, मण्डे मार्केट, कुजीथुराई, कन्याकुमारी और थिरुवट्टार में स्थित (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं, और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

उतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भाविष्य निधि आयुक्त, तमिल नाडू को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के दण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम मृत्यु दर्ज करेगा और उसकी

बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त तमिल नाडू के एक अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का यत्नित अक्सर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

[सं. एस-35014/67/84-एफ.पी.जी.]

S.O. 2362.—Whereas Messrs. Nesamony Transport Corporation Limited, Nesamony Nagar, Ranithottam, Nagercoil-629001 and its five branches at Ranithottam II, Ranithottam II, Monday Market, Kuzhithurai, Kanyakumari and Thiruvattar, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said established are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of the Life Insurance Corporation of India;

India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure

prompt payment of the sum assured to the nominee/ Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No.S. 35014(57)/84-FPG]

का. आ. 2363.—सैमर्स नेशनल सीरीलज प्रोडक्ट्स लिमिटेड सोलन ब्रंचरी, शिमला हिल्स, हिमाचल प्रदेश (पी. नं./4159) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन दिया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, पंजाब को ऐसी विवरणियाँ भेजेगा और ऐसी लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम, की धारा 17 की उप-धारा (3-क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्स करेगा ।

6. यदि स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो नियोजक कर्मचारी के विधिका वारिस/राम निर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस. 35014(56)/84-एफ.पी.जी.]

S.O. 2363.—Whereas Messrs. National Cereals Products Limited, Solan Brewery P.O. Simla Hills, Himachal Pradesh (PN/4159), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under

the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.



11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No S. 35014(56)/84-FPG]

का. आ. 2364.—मैसर्स मद्रास मशीन टूल मैन्युफैचरिंग लिमिटेड, 301, त्रिची रोड, पोस्ट नं. 1812 कोयंबटूर-641005, तमिलनाडु (तमिलनाडु/2355), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम 1978 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावृद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3-क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, वितरियों का प्रत्यक्ष किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी हैं, होने वाले सभी व्ययों का उक्त नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उपाय संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्टे पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या तबत अधिनियम के अन्तर्गत छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जहां वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के निधियों, वारिस/नाम-निर्देशिनी को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर नतिकूल प्रभाव पड़ने की सम्भावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चक्रा है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम-निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर निश्चित करेगा ।

[सं. एस-35014(62)/84-एफ पी. जी. 1]

S.O. 2364.—Whereas Messrs Madras Machine Tool Manufacturers Limited, 301, Trichy Road, P.O. No. 1812, Coimbatore-641005, Tamil Nadu (TN/2355) (hereinafter referred to as the said establishment) have applied for exemption under



sub-section 2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (hereinafter referred to as the said Act).

And whereas the Central Government has decided that the employees of the said establishment are without making any separate contribution or payment or premium for the payment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India which are more favourable in the nature of Life Insurance which are more payable to such employees than the benefits payable under the Employees' Deposit Linked Insurance Scheme 1966 (hereinafter referred to as the said Scheme),

Now therefore in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Act for a period of three years

### SCHEDULE

1 The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2 The employer shall pay such inspection charges as the Central Government may direct under clause (a) of sub-section (3A) of the said Act within 15 days from the close of every month.

3 All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of return, payment of insurance premium, transfer of accounts, payment of inspection charge etc shall be borne by the employer.

4 The employer shall display to the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme approved by the Central Government and also when amended alongwith a translation of the said rules in the vernacular of the language of the establishment.

5 When an employee, who is a member of the Employees' Provident Fund of the provident fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6 The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7, Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8 No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9 Where for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10 Where, for any reason, the employer fails to pay the premium due within the time specified by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is, liable to be cancelled.

11 If use of default, if any made by the employer in payment of premium or responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased employees would not have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12 Upon the death of the members covered under the said Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/ legal heir. If the Life Insurance Corporation of India shall ensure payment within one month from the receipt of claim complete in all respects.

[No S 35014 (62)/84-FPG]

का आ 2365—मैपर्स सेंट्रल इलेक्ट्रॉनिक्स लिमिटेड, एन सी एल एनएस कंप्यूटर्स, नई दिल्ली-12 (डी एल/3687), (जिसे इयंगे इसके पश्चात् उक्त स्थापना कहा गया है) ने कर्मचारी भविष्य निधि और इन्टीर उपाय अधिनियम, 1952 (1952 का 19) (जिसे इयंगे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

कि केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापना, किसी प्रकार अभिदाय या प्रीमियम का भुगतान किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक लाभकारी जो कर्मचारी निधि सहाय बीमा स्कीम, (जिसे इयंगे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन रहे हैं,

कि केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रस्तुत शर्तों का प्रयोग करते हुए, और उक्त उपाय अधिनियम के विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापना को तीन वर्ष की अवधि के लिए उक्त स्कीम के अधीन उपायों के प्रयोजन से छूट देती है।

### अनुसूची

1 उक्त स्थापना के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि उपाय अधिनियम के अधीन विवरणियां भेजेगा और ऐसे लखा रकमों तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2 नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर सदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उप-धारा (3-क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3 सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का भुगतान, लेखाओं का अन्तरण, निरीक्षण प्रभावों का रखा जाना आदि भी हैं, होंगे वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4 नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उपाय अधिनियम किया जाए तब उस सशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापना के स्थापना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बढ़ि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुश्रेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी की उम्र दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिवक वारिस/नाम निर्देशिका को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों की प्राप्ति होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को न्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशिकाओं या विधिक वारिसों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस रक्रेण के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशिकाओं/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एन-35014/80/84-एफ.पी.जी.]

S.O. 2365.—Whereas Messrs. Central Electronics Limited, N.P.L. Complex Pusa Complex, New Delhi-12, (DL/3687) (hereinafter referred to as the said establishment) have applied

for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952 (hereinafter referred to as the said Act));

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts payment of inspection charges etc, shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No S. 35014(60)/84-FPG]

का. आ. 2366.—मैसर्स इण्डियन ऑक्सीजन लिमिटेड, राखपाल रोड, अहमदाबाद-380023, (जीजे/1049), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं, और ऐसे कर्मचारियों को लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारियों विशेष सहृदय बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुमति में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों

की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम को, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

[संख्या एग-35014/58/84-एफ.पी.जी.]

S.O. 2366.—Whereas M/s. Indian Oxygen Limited, Rakhpal Road, Ahmedabad—380028 (GJ/1049) (hereinafter referred to as the said establishment) have applied for exemption under

sub-section 2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act),

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme),

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years

#### SCHEDULE

1 The employer in relation to the said establishment shall submit statements to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time

2 The employer shall pay such inspection charges as the Central Government may from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of each month

3 All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of interest, transfer of accounts, payment of inspection charges etc shall be borne by the employer

4 The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees

5 Where an employee who is insured a member of Employees Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India

6 The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employee than the benefits admissible under the said Scheme

7 Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation

8 No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view

9 Where for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10 Where for any reason, the employer fails to pay the premium due within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption shall be liable to be cancelled.

11 In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer

12 The Life Insurance Corporation of India shall ensure that the payment of the assurance to the nominee/Legal heirs of the deceased members entitled for it and in any case within one month from the receipt of claim complete in all respects

[No S 35014(58)/84-FPG]

का. आ 2367 —मैसर्स माउण्ट शिवालिक ब्रवरीज लिमिटेड, भकारपुर (चण्डीगढ़ के पास) जिला पटियाला पञ्जाब, (पञ्जाब/4882), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है), ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं, और ऐसे कर्मचारियों के लिए ये फायदे उक्त फायदों से अधिक हैं जो उक्त कर्मचारी निधि सहबद्ध बीमा स्कीम, 1976 (जिस इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अर्जित हैं ;

उ. केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

#### अनुसूची

1 उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आरक्षक, पञ्जाब को ऐसी निवरणियाँ भेजेंगी और ऐसे लेखा रखेंगी तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेंगी जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2 नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेंगी जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3 सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, निवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय उचित भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4 नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बिंदुओं का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेंगी ।

कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापना के भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तत्पक्ष दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनकूल हों, जो उक्त स्कीम के अधीन अनशोधन हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदस्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संचय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दो ति रकमा के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि अधिनियम पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि अधिनियम, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिस स्थापन पहले अपना चका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपन्न हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन गत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसको हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पक्ष से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सनिश्चित करेगा।

[सं एस-35014/61/84-एफ पी जी]

ए. के. भट्टराई, अवर सचिव

S.O. 2367—Whereas Messrs. Mount Shivalik Breweries Limited, Bhankarpur (Near Charbath) District Patiala, Punjab, (PN/4582) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act)

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India which are more favourable to such employees than the benefits admissible under

the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme)

Now, therefore in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time

2. The employer shall pay such inspection charges as the Central Government may from time to time direct under clause (1) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts submission of returns payment of insurance premia transfer of accounts payment of inspection charges etc. shall be borne by the employer

4. The employee shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof in the language of the majority of the employees

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme

7. Notwithstanding anything contained in the Group Insurance Scheme if on the death of an employee the amount payable under the scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heirs/nominees of the employee as compensation

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled

10. Where for any reason the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India and no policy is allowed to lapse the exemption is liable to be cancelled

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure that the sum assured to the nominee/legal heirs of the deceased members entitled for it and in any event within a month from the receipt of claim complete in all respects

[No. S 35014(61)/84-FPG]  
A. K. BHATTRAJ Under Secy

